Old Edmonds El.
Frances Anderson Center

Grade School

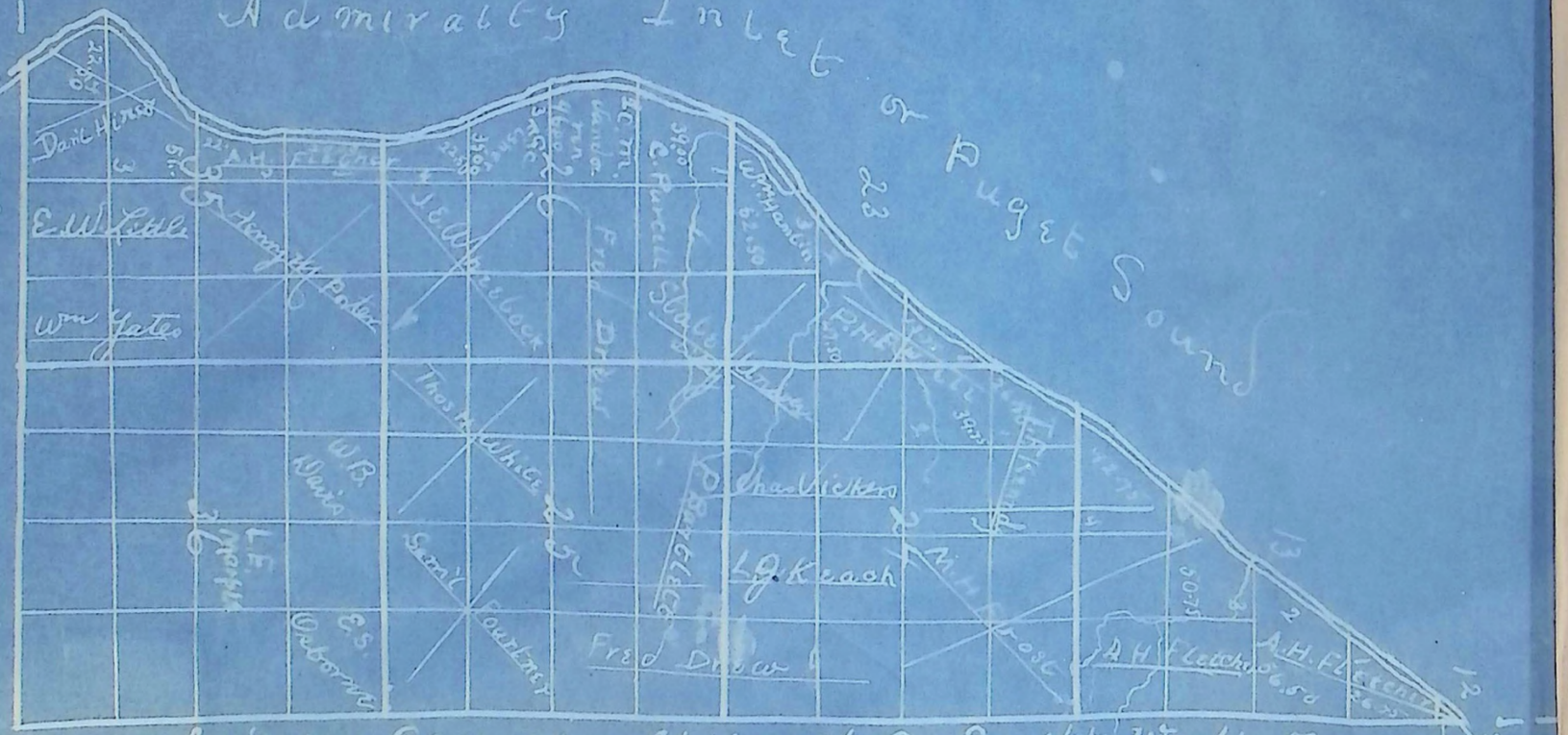
Abstract of Title

to

Lots Twenty-seven (27) and Twenty-eight (28) in Block Eighty-seven (87); and Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Eighty-eight (88) of The City of Edmonds; being a part of the East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) of Section Twenty-four (24), Township Twenty-seven (27) North of Range Three East of Willamette Meridian, situate in Snohomish County, Washington.

ANDERSON GUARANTEE ABSTRACT COMPANY,

Everett, Washington.



Anderson Guarantee Abstract Co., Everett, Washington.

Inst. No. 2 Office No. 397.

United States. Patent.

To Dated July 3, 1890.
Filed July 16, 1890, 5.5 p m.
Charles Vickers. Vol. 1, Patents, page 71.

Recites that Lewis A. Groff, Commissioner of the General Land Office, certifies that the annexed copy of Patent in favor of Charles Vickers, founded on Olympia Washington Territory cash entry No. 3483 is a true copy from the records of said office. (Seal of Gen. Land Office)

Said patent grants

E½ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M.

containing 80 acres, subject to vested and accrued water and mining rights, as provided by law.

Dated Aug. 1, 1872.

By the President, U. S. Grant,
By Z. B. Sturgus, Asst. Secretary.

Recorded in Vol. 7, page 236.
C. B. Boynton, Recorder of Gen. Land Office.

2

Inst. No. 3 Office No. 17.

W. C. Wallace, as Administrator of the Estate of Chas. Vickers, Deceased, late of Kitsap County, Washington Territory, by his Agent, Charles McDermoth.

To

Philip Wist.

Administrator's Deed.

Dated Feb. 7, 1882.

Filed Mch. 1, 1882, 7.01 p m.

Vol. 4, Deeds, page 31.

Con. $50.

Recites that whereas on Nov. 29, 1881, the Probate Court of the County of Kitsap, Washington Territory, made an order authorizing first party to sell at public auction to the highest bidder for cash certain real estate belonging to the estate of said deceased hereinafter described either in one parcel or in subdivisions as said administrator should deed most beneficial to said estate, and

Whereas said first party, pursuant to said order after due and legal notice, on Jan. 7, 1882 at 1 o'clock P. M. at the front door of the Court House in Snohomish County, Washington Territory, sold said premises to second party for the sum of $50. that being the highest and best sum bid therefor, and

Whereas on Jan. 23, 1882, the said Court confirmed said sale and directed conveyances executed to the purchaser of said premises.

Now, therefore, first party, pursuant to said last order and in consideration of the payment of said sum of money, the receipt of which is hereby acknowledged, grants, bargains, sells and conveys unto second party, heirs and assigns all the right, title and interest said Charles Vickers, deceased, had at the time of his death, and all right, title and interest that said estate by operation of law or otherwise has since acquired in and to the

E½ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M. containing 80 acres.

Ack. Feb. 7, 1882, before Nelson McCullum, County Auditor of Kitsap County, Washington Territory, by W. C. Wallace, as Administrator of the estate of Chas Vickers, deceased, by his agent, Chas. McDermoth. (Seal)

Sheet No. 3.

Inst. No. 4 Office No. 349.

Nelson McCullum, Administrator De Bonis non of the Estate of Charles Vickers, Deceased.

To

Philip Wist.

Administrator's Deed.
Dated May 8, 1885.
Filed May 26, 1885, 8.50 a m.
Vol. 4, Deeds, page 591.
Con. $85.

Recites that whereas the Probate Court of Kitsap County, Washington Territory, on Nov. 29, 1881, made an order authorizing W. C. Wallace, former administrator of said Estate of Charles Vickers, deceased, to sell at public auction to the highest bidder for cash certain real estate belonging to said estate of said deceased, situated in Snohomish County, Washington Territory, and particularly described in said order of sale, either in one parcel or in subdivisions as said administrator should deem best for said estate, a certified copy of said order was recorded Nov. 29, 1881 in the office of the Clerk of Probate, Vol. 2, page 145, which order of sale is hereby re-ferred to and made a part of this indenture, and

Whereas the said W. C. Wallace did on Jan. 7, 1882, by virtue of said order and after legal notice of the place time and manner of sale sell at public auction, subject to confirmation by said Court, the said real estate for cash to the second party herein for $85. that being the highest and best bid, and

Whereas said Probate Court did on Jan. 23, 1882, that being a day of the regular term of said Court, upon legal return of said sale by said W. C. Wallace confirm said sale and directed conveyance to be made to the second party herein of all interest and title of said deceased to said real estate at the time of his death and any and all interest said estate might have acquired by operation of law or otherwise in addition to said deceased interest at the time of his death, a certified copy of said order of confirmation is on file in the Clerk's office of said Court of Kitsap County, W. T. in Book 2, page 147 and following, which order is hereby made a part of this indenture.

Now, therefore, in consideration of the above premises, and the payment of the said sum of $85. the receipt of which is hereby acknowledged, said first party grants unto second party and his heirs all the estate and interest of said estate and all interest that said estate may have acquired by operation of law or otherwise in addition to said intestate's interest at the time of his death, to wit:

E½ of SW¼ of Sec. 24 Twp. 27 N of R 5 E. W. M. situated in Snohomish County, Washington Territory.

Ack. May 8, 1885, before Nathan Bucklin, Judge of Probate, Kitsap County, Washington Territory, by said Administrator De Bonis non. (Seal)

Sheet No. 4

Inst. No. 5 ____ Office No. 16.

Philip Wist, and
Kate, his wife.

To

Cora McDermoth.

Warranty Deed.

Dated Feb. 14, 1882.
Filed Mch. 1, 1882, 7 p m.
Vol. 4, Deeds, page 29.
Con. $200.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

E½ of SW¼ of Sec. 24 Twp. 27 N of R 3 E., containing 80 acres.

Covenants of warranty.

Ack. Feb. 14, 1882, before Nelson McCollum, County Auditor of Kitsap County, Washington Territory. (Seal) Wife examined separately. Acknowledgement recites; Philip Wist and Catherine Wist, his wife.

Deed, in body, recites grantee's name as Cora A. McDermoth.

5

Inst. No. 6 Office No. 334.

Charles McDermoth, and
Cora A., his wife.

To

Etta E. Brackett.

Special Warranty Deed.

Dated Mch. 27, 1882.
Filed May 26, 1883, 8.20 p m.
Vol. 4, Deeds, page 590.
Con. $100.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

E½ of SW¼ of Sec. 24 Twp. 27 N of R 5 E. W. M. containing 80 acres.

Covenants of general warranty against those claiming by, through or under grantors.

Ack. Mch. 27, 1882, before Nelson McCollum, Auditor of Kitsap County, Washington Territory. (Seal) Wife examined separately.

6

Inst. No. 7 Office No. 64.

Potter & Barron, by Addison Potter; being J. T. Barron and Addision Potter.

to

George Brackett.

Contract.

Dated Sept. 20, 1887.

Filed Sept. 22, 1887, 8 a.m.

Vol. 5 Misc, page 537.

Recites that first party is to build a saw mill adjoining the Wharf at Fumonds, and also a shingle mill each in first class shape, and also agrees to operate said mills and begin to manufacture lumber and shingles within one year. First party also agrees to build a railroad from said saw mill and from salt water in an easterly direction over second party's lands to be used for logging purposes and also to extend said railroad when needed.

Second party in consideration of the foregoing agrees to sell all the timber on the lands owned by him granting ten years in which to remove said timber on agreed terms as follows; the said second party further agrees and covenants that said first party is to have and to hold the land upon which said mill is situtated together with sufficient lands for mill yard and purposes that will inure to said parties of the first part for the free and easy use of said mill and right of way for said railroad over said lands so long as the same are operated as saw mills and so long a s the other is operated as a railroad. The heirs and executors of each party is bound by the terms hereof.

Ack. Sept. 20, 1887, before H. H. Ames, a Notary Public in and for Washington Territory in King County.

(S e a l).

1

Inst. No. 8

In the Superior Court of the State of Washington, in and for Snohomish County.

William Hulbert, Plaintiff. No. 991.

-vs- Verdict.

George Brackett, Defendant. Filed April 1, 1893.

Vol. 3 Judgments, page 10.

We the jury in the above entitled action, find for the plaintiff, in the sum of Two Hundred Nineteen and 85/100 Dollars.

J. D. Barnes, Foreman.

Now on this 31st day of March, 1893, upon motion of the plaintiff for judgment upon said verdict, it appeared to the satisfaction of the Court that the time within which a motion for a new trial could be made, has expired and no motion or notice of motion for said new trial has been made or filed herein, and the Court being in all things fully advised in the premises; It is considered, ordered and adjudged that the said action be granted and that the plaintiff have and recover from said defendant the sum of $219.85 with interest thereon at 10% per annum from the 28th day of March, 1893, and costs and disbursements of this action and let execution issue therefor.

John C. Denney, Judge.

8

Inst. No. 9 Office No. 313.

George Brackett, and Etta E. Brackett, his wife.
to
Minneapolis Realty and Investment Company, a corporation.

Warranty Deed.
Dated July 15, 1890.
Filed July 22, 1890, 1 p.m.
Vol. 10 Deeds, page 536.
Con. $36,000.

First party grants, bargains, sells and conveys unto second party, successors and assigns, lands in Snohomish County, Washington, described as:-

NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M.

NE¼ of NE¼ of Sec. 26, Twp 27 N of R 3 E W.M. Also the NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E W.M. except that portion of the same included in the original townsite of Edmonds; excepting further that certain five acre tract deeded by George Brackett to John Anderson lying and being in the NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E W.M.

Said warranty deed also to include that certain tract of land beginning at the Northeast quarter of Lot 2 in Sec. 24 Twp 27 N. of R. 3 E. W.M. thence running Southerly 30 rods, thence Westerly 80 rods thence Northerly 30 rods, thence Easterly 80 rods, to the Place of beginning containing 15 acres. Also that certain tract of land; commencing at a point 360 feet Northeasterly of the Northeast corner of Lot 6 in Block 14 of the Original plat of Edmonds, running thence in a Northeasterly direction along the West line of the County road to the North line of Lot 2 in Sec. 24, Twp. 27 N of R 3 E W.M., thence West to the line of high water mark of Admiralty Inlet, thence Southeasterly following the government meander line to a point 360 feet Northeasterly of the intersection of the North line of said Lot 6 in Block 14 and the government meander line, thence Easterly to the place of beginning. Together with all riparian rights, and all preemption rights of purchase of tide lands in front thereof from the State.

Covenants of general warranty.

Ack. July 15, 1890, before Frank B. Weistling, a Notary Public in and for Washington, residing at Seattle.

(S e a l).

9

Inst. No. 10

Articles of Incorporation of The Minneapolis Realty and Investment Company.

Dated May - - 1890.

Filed Mch. 10, 1908, 8.13 a m.

File No. 1396.

Recites that G. H. Coon, M. S. Drew, D. B. Ward and John Gale, residents of the State of Washington, and James H. Bishop a resident of the state of Minnesota, all citizens of the United States, have associated themselves together under the laws of the State of Washington, in order to form a corporation to be known as The Minneapolis Realty and Investment Company.

The objects of this corporation are to purchase, hold, improve, mortgage, sell and convey real and personal property and to engage in a general real estate business; establish townsites and to purchase townsites; establish wharves, logging and manufacturing plants, build and equip railroads. Capital stock shall be $300,000. and time of existence of this corporation shall be nine years from date, and the affairs shall be managed by a Board of five Trustees, principal of business, Seattle, Washington.

Ack. May 14, 1890, before Frank B. Wiestling, a Notary Public in and for Washington, residing at Seattle, by all said first parties. (Seal, Com. Ex. Feb. 24, 1894)

Appended is the certificate of the Auditor of King County, Washington, that the foregoing is a true and correct copy as recorded in Vol. 3, Art of Inc. page 435, records of King County, Washington.

Dated Nov. 5, 1907. (Seal of Auditor of King County)

10

Inst. No. 11

Supplemental
Articles of Incorporation
of
Minneapolis Realty & Investment
Company.

Dated Nov. - - 1890.
Filed Mch. 10, 1908, 8.14 a m.
Auditor's Vault No. 1397.

Recites that G. H. Coon, H. S. Drew, D. B. Ward and J. P. Gale, residents of the State of Washington, and James H. Bishop, a resident of the State of Minnesota, and all citizens of the United States, and all Trustees of the Minneapolis Realty & Investment Company, and acting according to the instructions of all of the Stockholders of the said Corporation, do adopt and amend the said Articles as follows;

The name of said corporation shall be Minneapolis Realty and Investment Company.

The objects of said corporation shall be to purchase, hold, improve, mortgage, sell and convey real and personal property, and to lease the same and do a general real estate business; to buy, acquire and establish townsites, to build, operate, own and establish logging roads, and logging enterprises and manufacturing institutions, and to build and establish wharves and operate the same.

Capital stock shall be $300,000. and the term of existence shall be Forty-nine years from date, and the affairs of said corporation shall be managed by a board of seven trustees, and its principal place of business shall be at Seattle, Washington.

Ack. Nov. 29, 1890, before H. W. Lovejoy, a Notary Public in and for Washington, residing at Seattle, by all of said incorporators (Seal, Com. Ex. Mch. 28, 1894)

Appended is the statement of J. P. Agnew, Auditor of King County, Washington, certifying that the foregoing is a true and correcte copy of said Supplemental Articles of Incorporation as of record in Vol. 3 Art. of Inc. page 630, records of said County.

Dated Nov. 5, 1907. (Seal of County Auditor of King County)

Sheet No. 1

THE

CITY OF EDMONDS

SNOHOMISH CO.

Wash.

Explanation.

Dedication

Acknowledgement

12

Inst. No. 13 Office No. 272.

Minneapolis Realty & Investment Company, by Galen H. Coon, Vice President. D. B. Ward, Treasurer.
to
George Brackett.

Mortgage.
Dated, July 15, 1890.
Filed, Sept., 16, 1890, at 9 A.M.
Vol. 8 Mtgs., page 452.

Mortgages lands in Snohomish County, Washington, described as: NE¼ and W½ of SE¼, Sec. 24, Twp. 27 N, R 3 E also that certain tract of land commencing at the NE quarter of lot 2, Sec. 24, Twp. 27 N R 3 E; thence running southerly 30 rods; thence westerly 80 rods; thence northerly 30 rods, thence easterly 80 rods to place of beginning, containing 15 acres, more or less; also a tract commencing at a point 360 feet northeasterly of NE corner of lot 6, block 14, in the original Town of Edmonds, running thence in a northeasterly direction along W line of the County road to N line of lot 2, Sec. 24, Twp 27 N, R 3 E; thence W to line of high water mark of Admiralty Inlet; thence southwesterly following the government meander line to a point 360 feet northeasterly of the intersection of the N line of said lot 6, in block 14 and government meander line; thence easterly to the point of beginning, to secure the payment of $21,000.

Properly executed.

Inst. No. 14 Office No. 208.

In the Superior Court of the State of Washington,

in and for the County of Snohomish.

George Brackett, Plaintiff. Lis Pendens.

-vs- Filed Jan. 9, 1891, 5.35 p.m.

Minneapolis Realty & Investment Vol. 10 Mtgs. page 434.

Company, a corporation, Defendants.

Effects lands in Snohomish County, Washington, described as:-

NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ all in Sec. 24 Twp. 27 N of R 3 E. W.M. Also the NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. except that part included in the original townsite of Edmonds, also excepting that tract of 5 acres, deeded to John Anderson. (and other lands) NE¼ of NE¼ of Sec. 26, Twp. 27 N of R 3 E.

The object of this action is to reform and foreclose a mortgage recorded in Vol. 9 of Mtgs. page 452, records of said County.

14

Inst. No. 15 Case 301.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

George Brackett,
Plaintiff,
Vs. Case No. 301.

The Minneapolis Realty & Investment Company, a corporation.
Defendant.

Petition, filed Jan. 9, 1891; states that said defendant is a corporation under the laws of the State of Washington; that on May 10th, 1890 the plaintiff executed to James H. Bishop, the President of said corporation, a certain bond of contract, agreeing to convey for the sum of $100,000. the following described lands; NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ all in Sec. 24 Twp. 27 N of R 3 E. and also the NE¼ of NE¼ of Sec. 26 Twp. 27 N of R 3 E excepting that portion included in the original townsite of Edmonds, and excepting that certain five acres deeded by George Brackett to John Anderson lying in the NE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E., and also a tract beginning at the Northeast quarter of Lot 2 of Sec. 24 Twp. 27 N of R 3 E. thence running southerly 30 rods, thence westerly 80 rods, thence northerly 30 rods, thence easterly 80 rods to the place of beginning, containing 15 acres, more or less.

Also a tract commencing at a point 360 feet northeasterly of the northeast corner of Lot 6 in Block 14 in the original plat of Edmonds, running thence in a northeasterly direction along the west line of the County road to the north line of Lot 2 in Sec. 24 Twp. 27 N of R 3 E., thence west to the line of high water mark of Admiralty Inlet, thence southwesterly following the government meander line to a point 360 feet Northeasterly of the intersection of the North line of said Lot 6 in Block 14 and the government meander line, thence easterly to the place of beginning, together with all literal and riparian rights;

That a part of the consideration agreed to was that the said Brackett and wife should discharge a mortgage belonging to the Lombard Investment Company; that said contract is now owned by said corporation; that said corporation has made a part payment on said contract and now demands a deed for the said property, and offers to secure the balance of said purchase money by a mortgage, which mortgage was duly recorded in Vol. 8 of Mtgs. page 452, records of said County; that on said date of said mortgage the said plaintiff executed a deed to said defendant as shown by the records of said County in Vol. 10 Deeds, page 536; that said mortgage was fraudulently drawn by said defendant in this, that the following described property was left out of said mortgage by the defendant without the knowledge in any way of the said plaintiff, to wit:

Sheet No. 15

Case 301. 2.

E½ of SW¼; SW¼ of SW¼ and NW¼ of SW¼ all of said tract in Sec. 24, and NE¼ of NE¼ of Sec. 26, all in Twp. 27 N of R 3 E., excepting that portion of the NW¼ of SW¼ of Sec. 24 included within the original townsite of Edmonds, and excepting five acres in the NE¼ of the SW¼ of Sec. 24 deeded by George Brackett to John Anderson,

That the said lands so left out was done by said corporation by its officers for the purpose of cheating and defrauding the said plaintiff and the said plaintiff relied upon the said officers of said corporation as to the description of said lands, becuase of injury and not able to carry on the transactions as he should have at the said time of the execution of said mortgage, that the said property included in said mortgage is not sufficient to pay the unpaid part of the said purchase money, to wit: the sum of $21,000. that the defendant refuses to reform the said mortgage.

Prays that said mortgage be reformed and that said mortgage be then foreclosed in order to satisfy the said mortgage.

Summons and return of same, filed Jan. 28, 1891, said summons is served Jan. 19, 1891, on G. L. Coons, Vice President, of said corporation, by the sheriff of Snohomish County, Washington.

Motion to make more certain, filed Feb. 18, 1891.

Notice of appearance of defendant, filed Feb. 18, 1891.

Notice of hearing of said motion, filed Mch. 17, 1891.

Motion to make more certain, filed April 9, 1891.

Notice of Hearing and Argument, filed April 17, 1891.

Plaintiff's amended complaint, filed April 30, 1891.

Demurrer to amended complaint, filed April 21, 1891.

Defendants answer, filed May 11, 1891.

Complaint in Intervention, filed and made by F. B. Stoneman, Mch. 15, 1893, states that F. W. Peabody, W. P. Kingston, J. F. Pike and D. B. Ward, A. Talbot and C. B. Bagley, claim to be the officers of the so-called Minneapolis Realty & Investment Company, which claim is without foundation; that F. B. Stoneman is a stockholder in said corporation; that said Peabody et al held a so called meeting on Nov. 2 1892, which meeting was without authority, and elected themselves to the offices of said corporation, thereby conspiring to do away with the property of said corporation; that said corporation is about to execute a mortgage for $27,000. which would be a fraud on the stockholders of said corporation, prays the right to intervene in said matter.

Sheet No. 16

Case No. 301-----3.

Order allowing intervention, filed Mch. 15, 1893.
Order dismissing cause, filed Mch. 24, 1893, recites: "Now on this day upon motion of plaintiff in the above entitled action, it is ordered, by the Court that this action be and the same is hereby dismissed at the costs of plaintiff."
Dated Mch. 24, 1893.

John C. Denney, Judge.

Appeal Bond of said intervenor, filed Mch. 24, 1894, in sum of $200. and recites that the condition of the above obligation is such that whereas on the 21st day of March, 1894, a notice appeal to the Supreme Court of this State was given by F. B. Stoneman, Intervenor in the above entitled action and an appeal taken that day from the judgment dismissing the said action to the Supreme Court of this State.
Now, therefore, if the above above bounden etc.
Notice of Appeal, filed Mch. 24, 1894.

17

Inst. No. 16 Office No. 131.

George Brackett.

To

Minneapolis Realty & Investment Company.

Release.

Dated Mch. 23, 1893.
Filed May 19, 1893, 4.10 p m.
Vol. 23 Mtgs. page 290.
Con. is the execution of a Mortgage recorded in Vol.23, Mtgs. page 141.

Certifies that a mortgage executed by second party herein to the first party herein dated July 15, 1890, recorded in Vol. 8 of Mtgs. page 452 of the records of Snohomish County, Washington, upon the premises therein described as:

NE¼, and W½ of SE¼ of Sec. 24, also beginning at the northeast corner of Lot 2 of said Section 24, thence southerly 30 rods, thence westerly 80 rods, thence northerly 30 rods, thence easterly 80 rods to the point of beginning, 15 acres, Also commencing at a point 360 feet northeasterly of northeast corner of Lot 6 Block 14 town of Edmonds, running thence in a Neasterly direction, along west line of County road to north line of Lot 2, Sec. 24, thence west to line of high water mark Admirality Inlet, thence southwesterly following the government meander line to a point 360 feet Neasterly of the intersect on of the north line of said lot and Government meander line, thence easterly to place of beginning, all in Twp. 27 N of R 3 E. W. M. is fully paid, satisfied and discharged.

Ack. May 16, 1893, before James M. Gephart, a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Nov. 15, 1895)

Minneapolis Realty & Investment Company, a corporation, by F. W. Peabody Treasurer and President, W. P. Kingston Vice President, J. F. Pike, Secretary.
To
George Brackett.

Mortgage.

Dated Mch. 22, 1893.

Filed Mch. 24, 1893, 11.45 A. M.
Vol. 23 Mtgs. page 141.

Mortgtgages lands in Snohomish County, Washington, described as:

NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M. Also the NE¼ of NE¼ of Sec. 26 Twp. 27 N of R 3 E. W. M. Also the NW¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M. excepting that portion of the same included in the original townsite of Edmonds, excepting further that certain 5 acre tract deeded by George Brackett to John Anderson being and lying in the NE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M., and including in this conveyance that certain tract of land beginning at the Northeast corner of Lot 2 Sec. 24 Twp. 27 N of R 3 E. thence running southerly 30 rods, thence westerly 80 rods, thence northerly 30 rods, thence easterly 80 rods to the place of beginning, containing 15 acres. (and other lands)

The mortgagor excepts from this mortgage all lots and blocks heretofore sold by it in the city of Edmonds. The lots and blocks mortgaged hereby are described as:

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive, Block 88 of the City of Edmonds.

(and other lands not included in this abstract).

To secure the payment of $23,000. with interest at 6% until maturity.

The second party agrees to release from the lien of this mortgage any lot or lots or tract upon payment to him of 50% of the purchase price. First party to pay all taxes and assessments. On default in any of the foregoing terms said lands may be sold according to law.

In witness whereof the said first party has caused these presents to be executed by its President and Treasurer and Vice President, and attested by its Secretary thereunto duly authorized, and caused its corporate seal to be hereunto affixed.

(Corporate Seal)

Ack. Mch. 22, 1893, before James M. Gephart, a Notary Public in and for Washington, residing at Seattle, by said officers. (Seal, Com. Ex. Nov. 15, 1895.)

Inst. No. 18 Office No. 259.

George Brackett. Assignment of Mortgage.

To Dated Aug. 1, 1893.
Filed Sept. 27, 1893, 1.20 p m.
Jacob Furth, Trustee. Vol. 23, Mtgs. page 604.
Con. $3250.

First party assigns unto second party, heirs and assigns, that that certain mortgage together with all promis ory notes secured thereby executed by Minneapolis Realty & Investment Company to George Brackett, bearing date of Mch. 22, 1893, recorded in Vol. 23 of Mortgages, page 141, records of Snohomish County, Washington, and mortgaging lands therein described.

Ack. Aug. 1, 1893, before James H. Gephart, a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Nov. 15, 1895).

Inst. No. 19 Case No. 2077.

In the Superior Court of the State of Washington in and for Snohomish County.

Jacob Furth,
Plaintiff.
Vs. No. 2077.

Minneapolis Realty & Investment Company, a corporation.
Defendant.

Summons, return, and Complaint, filed Dec. 20, 1893, said return states that said summons and complaint was served on said corpodation by delivering a copy of the same to D. B. Ward, President of said corporation, on Oct. 21, 1893, in King County.

Complaint states that said defendant is a corporation under thelaws of the State of Washington; that on Mch. 22, 1893 the said defendant by its proper officers executed certain negotiable notes of the sum of $23,000. to one George Brackett, which notes were secured by a mortgage dated Mch. 22, 1893, as of record in Vol. 23 of mortgages, page 141, records of said County, said mortgage covering the following described property:

(Here follows a copy of the said mortgage referred to recorded in Vol. 23 Mtgs. page 141)

That the said notes and the interest thereon remain unpaid, and the said mortgage is long past due and that due demand has been made on defendant to pay the same, which payment he has neglected and refused and still refuses to make; that on Aug. 1st., 1893, the said George Brackett assigned the said mortgage for value to said plaintiff herein who is now the owner and holder of said note and mortgage and that thesaid defendant still refuses and neglects to pay the said debt.

Wherefore plaintiff prays that a judgment may be had in the sum of $23,680. with interest from Sept. 22, 1893, until paid with interest at 10% per annum and an attorney's fee of $2500. and that said mortgage be foreclosed and held to be a first lien on said property, and that the defendant and all persons claiming by through or under him be forever barred from claiming any interest in and to the said premises after the time of redemption has expired, and that said property be sold to satisfy said judgment, costs and increased costs, as herein prayed for.

Motion for default, filed Dec. 20, 1893.

Order of default, filed Dec. 20, 1893.

Sheet No. 21

Case No. 2077. 2.

Decree, filed Dec. 21, 1893, recited that on Dec. 21, 1893, said cause was regularly heard and the court being fully advised in the premises, finds all the material allegations alleged in said petition to be true; that said property conveyed by said mortgage as security for the debt aforesaid, and in said mortgage described, is as follows:

NE¼; and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M. Also NE¼ of NE¼ of Sec. 26 Twp. 27 N of R 3 E. W. M. Also NW¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M. except that part on included in the orignal townsite of Edmonds, excepting further that certain five acre tract deeded by George Brackett to John Anderson, situate, ling and being in the NE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W. M., and including also in this conveyance that certain tract of land beginning at the Northeast corner of Lot 2 in Sec. 24 Twp. 27 N of R 3 E. W. M. thence running southerly 30 rods, thence westerly 80 rods; thence northerly 30 rods, thence easterly 80 rods to the place of beginning, containing 15 acres, more or less.

Also thatcertain tract of land commencing at a point 360 feet northeasterly of the northeast corner of Lot 6 in Block 14 in the Original plat of Edmonds, thence running in a northeasterly direction along the west line of the County road to the north line of Lot 2 in Sec. 24 Twp. 27 N of R 3 E., thence west to the line of highwater mark of Admiralty Inlet; thence southwesterly fllowing the government meander line to a point 360 feet southeasterly of the intersection of the north line of said Lot 6 in Block 14 and the Government meander line, thence easterly to theplace of beginning, together with all litoral and riparian rights incident and appurtenent thereto, and all the preemptive rights of purchase of the tide lands in front thereof from the state.

The above described lands include the City of Edmonds as the same appears by the plat of the City of Edmonds now on file in the office of the Auditor of said County, the said plat being laid off on the W½ of the SE¼ and the E½ of the SW¼ and a portion of the NW¼ of SW¼ all in Sec. 24 and a portion of Lot 2 in Sec. 23 all of said tracts of Twp. 27 N of R 3 E. W. M. as herein above described.

The mortgagor excepts from his mortgage such lots and blocks of the said city of Edmonds as have been heretofore sold by it. The Lots and Blocks of the city of Edmonds hereby conveyed and coverrd by this ortgage are particularly described as follows, to wit:

Sheet No. 22

All of Blocks 35 to 44 inclusive, and Blocks 63, 64, 65, 68, 69, 70, 71, 72, 73, 74, 75, 76, 78, 81, 82, 83, 84, 85, 90, 91, 92, 94, 102, and 130 in the City of Edmonds as the same appears by the plat of said City of Edmonds.

Also Lots 1 to 37 inclusive in Block 66; Lots 4 to 38 inclusive in Block 67; Lots 25 to 38 inclusive in Block 77; Lots 1 to 18 inclusive and 21 to 38 inclusive in Block 79; Lots 1, 2 a d 4 to 38 inclusice in Block 80; Lots 1 to 38 inclusive in Block 86; Lots 3 to 40 inclusive in Block 87; Lots 2, 7, 11 and 13 in and 14 to 30 inclus e in Block 88; Lots 1 to 7 inclusive and 9 to 40 inclusive in Block 89;Lots 4 to 20 inclusive in Block 93; Lots 5to 9 and 11 to 37 inclusive and Lot 40 in Block 95; Lots 7 to 10 and 15 to 21, 23 to 36 inclusive and 39 and 40 of Block 96; Lots 7 and 10 and 14 to 27 inclusive in Block 97: Lots 4, 5, 7, 8, 13, 14, 17 to 20 inclusive, 29 to 33 inclusive and 36 in Block 98 Lot 1 and 4 to 10 inclusive, 13, 14, 15, 18, 20, 21, 24, 27, 29 and 38 in Block 99; Lots 1, 2 and 5 to 10, and 12 to 28 and 31 to 38 inclusive in Block 100; Lots 1, 2, 3, 6, 9, 12 to 18, 21 to 25, and 28, 29, and 31 to 34 inclusive Block 101, Lots 21 to 34 inclusive in Block 119; Lots 9. 11, 12, 22, 30, 33, to 38 inclusive in Block 120; Lots 3, 4, 9, 10 and 15, 23, 26, 29, 30, 31, 34 and 35 in Block 121; Lots 3, 4, 7, 8, and 13 to 20, 23 to 26, 29 to 32 and 37 to 40 in Block 122, Lots 3 6, 7, 13, 18,19, 20, 25, 26, 36, 38, 39, 40,Block 123; Lots 1, 2, 11, 14, 15, 18, 19, 28, 29, 30, Block "D"; Lots 1, 2, 3, 4, 10, and 12 Block "E"; Lots 1, 4, 9, 11, 12, Block "H"; Lots 1 and 2 Block "J" as the same appears by the plat of the City of Edmonds.

Wherefore it is ordered, adjudged and decreed, that the said defendants pay the said plaintiff the sum of $26,580 and costs, and interest thereon until paid at the rate of 8% per annum and a counsel fee of $2300. and that said mortgage be foreclosed and held to be a first lien on said property, and aid property be sold according to law in order to satisfy this judgment, costs and increased costs, and that all persons, including defendant, beforever barred from claiming any right, title or interest in and to said lands after the period of redemption has expired.

Done in open Court Dec. 21, 1893,

(Signed) John C. Denney, Judge.

Motion for confirmation of sale, filed Mch. 14, 1894.
Petition of intervention of James H. Bishop, filed Mch. 19, 1894.

23

Case 2077. 4.

Summons and return, filed - - shows personal service on Jacob Furth, and the Minneapolis Realty & Investment Company, by service on the Secretary of said Company, in King County, on Mch. 15, 1894.

Motion and objections to sale and confirmation of sale, filed Mch. 19, 1894.

Motion to strike the motion and petition of James H. Bishop from the files, filed April 5, 1894.

Demurrer of defendant to said petition of James H. Bishop, filed April 7, 1894.

Order of sale, filed Mch. 14, 1894

Proof of publication of notice of sheriff's sale, filed - - 1894 is made by the printer and publisher of the Democrat, a weekly newspaper printed and published in said County and State, and of general circulation therein to the effect that the annexed notice of sheriff's sale was published in said newspaper proper and not in supplement form and is a true and correct copy of the original notice as it was published in the regular and entire issue of said paper for a period of five consecutive weeks, commencing Jan. 18, 1894, ending Feb. 15, 1894, and thatsaid paper was regularly distributed to its subscribeers during all said period. Said printed copy gives notice that said sheriff will on Monday Feb. 19 1894, at 2 o'clock P. M. of said day at the Court House door in the City of Snohomish, Snohomish County, Washington, sell all right, title and interest of said defendant in abd to the above described premises, at public auction to the highest and best bidder for cash.

Sheriff's return of sale, filed - - 1894, recites that said sheriff levied pursuant to said order of sale of Jan. 16, 1894, on all the interest of said defendants in the above described real estate by filing a copy of said order of sale with the Auditor of Snohomish County, advertised said sale, caused due and legal notice to be published, and on the day set attended said sale and offered the described premises for sale, whereupon Jacob Furth, being the highest and est bidder, therefore the said described premises were struck off to the said Jacob Furth for the sum of Twenty Thousand Dollars, whichwas the highest price bid therefor, which I hereby acknowledge to have received therefor.

Order confirming sale, filed and dated Mch. 14, 1894.

(Signed) John C. Denney, Judge.

24

Case 2077------5.

ORDER CONFIRMING SALE: Filed Jun. 29, 1911; This cause coming on now to be heard, upon motion of the plaintiff for confirmation of the sale of lands herein had on February 19, 1894.

And it appearing to the court from an examination of the files and returns herein, that on the 19th day of February, 1894, the sheriff of the county, pursuant to the order of sale issued out of said court, sold to the said plaintiff, Jacob Furth, the lands set out in the complaint herein, for the sum of Twenty Thousand (20,000) Dollars, then bidden by the said plaintiff;

And it further appearing that proper notice of said sale was regularly given by the sheriff, and said sale regularly conducted in all respects in accordance with the rules of this court and the statutes of this state, and that said plaintiff was the highest and best bidder for said property and that he has satisfied the judgment herein to the extent of Twenty Thousand (20,000) Dollars,

And it further appearing that the only objections which have been filed to said sale, within the time allowed by law or at all, have been overruled;

NOW THEREFORE, IT IS ORDERED AND ADJUDGED that said sale be in all respects confirmed.

Dated this 29th day of June, A. D. 1911.

W. P. Bell, Judge.

ORDER: Filed Jun. 29, 1911; Now upon plaintiff's motion to strike the petition in intervention of James H. Bishop, filed herein March 18, 1894, the attorneys for said Bishop consenting, IT IS ORDERED that said motion be and the same is hereby granted and said petition of James H. Bishop stricken.

And further, upon application of plaintiff, attorneys for said James H. Bishop consenting, IT IS ORDERED that the objections to the sale and confirmation thereof filed by said James H. Bishop March 18, 1894, be and the same are hereby overruled.

Done in open court this 29th day of June, A. D. 1911.

W. P. Bell,
Judge.

25

Inst. No. 20 Office No. 74.

Jacob Furth. Order of Sale.

-vs- Filed Jan. 16, 1894, 2.30 p.m.

Minneapolis Realty & Investment Company, a corporation. Vol. 2 Writs of Att. page 25.

The amount of this order of sale is $26,580. with interest and costs, and affects lands described as:-

NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ all in Sec. 24, Twp. 27 N of R 3 E. Also NE¼ of NE¼ of Sec. 26, Twp. 27 N of R 3 E. also NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. except that portion included in the original townsite of Edmonds, excepting further that certain five acres of land deeded by George Brackett to John Anderson lying and being in the NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E., and including also in this conveyance that certain tract of land beginning at the Northeast corner of Lot 2, Sec. 24, Twp. 27 N of R 3 E. running thence Southerly 30 rods, thence Westerly 80 rods; thence Northerly 30 rods, thence Easterly 80 rods to the place of beginning, containing 15 acres. (and other lands).

The lands covered by this mortgage are particularly described as:--

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive in Block 88 of the City of Edmonds.

(and other lands not included in this abstract).

26

21

Inst. No.____ Office No. 147.

James Hagan, as Sheriff of Snohomish County, Washington.
to
Jacob Furth.

Sheriff's Certificate
Dated Feb. 19, 1894.
Filed Mch. 14, 1894, 2.35 p.m.
Vol. 35 Deeds, page 260.
Con. $20,000.

Said sheriff certifies that by virtue of an order of sale issued out of the Superior Court of the state of Washington, in and for Snohomish County, in the action of Jacob Furth, plaintiff, vs. Minneapolis Realty & Investment Company, a corporation, defendant, rendered and entered Dec. 21, 1893, tested Jan. 12, 1894, duly directed and delivered to said sheriff commanding him to levy upon and sell the property hereinafter described belonging to said defendant to satisfy the judgment in said action amounting to the sum of $26,580 with interest, costs and increased costs; that he duly levied on and on Feb. 19, 1894 at 2 p.m. at the Court House door in said County sold at public auction, according to law, after due and legal notice, to Jacob Furth, who made the highest and best bid at such sale for the sum of $20,000. the following described property:

NE¼; W½ of SE¼; E½ of SW¼ and SW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3E. W.M. Also NE¼ of NE¼ of Sec. 26, Twp. 27 N of R 3 E. W.M., also NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E W.M., except that portion included in the original townsite of Edmonds, and excepting further that certain 5 acre tract deeded by George Brackett to John Anderson, situate, lying and being in NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. and including also in this conveyance that certain tract of land beginning at the Northeast corner of Lot 2 in Sec. 24, Twp. 27 N of R 3 E.W.M. thence running Southerly 30 rods, thence Westerly 80 rods, thence Northerly 30 rods, thence easterly 80 rods to the place of beginning, containing 15 acres.

(and other lands)

The lots and blocks in the city of Edmonds hereby conveyed and covered by said mortgage are particularly described as follows:

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive in Block 88 of the City of Edmonds.

(and other lands not included in this abstract).

That the said property was sold in one parcel and subject to redemption according to law.

27

Inst. No. 22 Office No. 221.

James Hagan, as Sheriff of Snohomish County, Washington. to Jacob Furth.

Sheriff's Deed.
Dated Feb. 21, 1895.
Filed Mch. 15, 1895, 11.50 a.m.
Vol. 37, Deeds, page 445.
Con. $20,000.

Recites that whereas by virtue of a certain order of sale issued out of the Superior Court of the State of Washington in and for Snohomish County, in the action of Jacob Furth, plaintiff, vs. Minneapolis Realty & Investment Company, a corporation, defendant, attested Dec. 21, 1893, duly directed and delivered to the said sheriff commanding him to levy on and sell the property hereinafter described, at public auction according to law, to satisfy said judgment, and

Whereas in pursuance of said order of sale said sheriff did levy on and on Feb. 19, 1894, at 2 o'clock P.M. at the Court House door in said County, did sell said premises according to law, after due and legal notice, to second party herein who was the highest and best bidder therefor at such sale for the sum of $20,000., and

Whereas on Mch. 14, 1894, said Court duly confirmed said sale, and whereas the time allowed by law for the redemption of said premises has expired without such redemption having been made;

Now, therefore, first party in pursuance of said order of sale and the statutes in such case made and provided and in consideration of the payment of said sum of money, the receipt of which is hereby acknowledged grants, bargains, sells and conveys unto second party, heirs and assigsn, lands in said order of sale described as:-

NE¼; and W½ of SE¼ and E½ of SW¼ of SW¼ of Sec. 24, Twp. 27 N. of R. 3 E. W.M. Also NE¼ of NE¼ of Sec. 26, Twp. 27 N of R 3 E. W. M. Also NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. excepting that portion included in the original townsite of Edmonds, and excepting further that certain5 acre tract deeded by George Brackett to John Anderson, situate, lying and being in NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. and including also in this conveyance that certain tract of land beginning at the Northeast corner of lot 2 in Sec. 24 Twp. 27 N of R 3 E. W.M. thence running Southerly 30 rods, thence Westerly 80 rods, thence Northerly 30 rods, thence Easterly 80 rods to the place of beginning, containing 15 acres. (and other lands).

The lots and blocks of the City of Edmonds hereby conveyed are particularly described as:

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive in Block 88 of City of Edmonds, (and other lands not included in this abstract)

Ack. Feb. 21, 1895, before J. V. Bowen, Notary Public in and for Washington, residing at Snohomish, by said Sheriff. (Seal, Com. Ex. Apr. 2, 1898). Appended is the certificate of the Clerk of said Court that the foregoing was duly entered by him in his book of levies of real estate on Mch. 12,1895. (Seal of the Superior Court).

28

Inst. No. 23

Articles of Incorporation Dated Nov. 1, 1888.

of Filed Mch. 10, 1908, 8.15 a m.

The Puget Sound Machinery Depot. File No. 1398.

Recited that the undersigned have associated themselves together under the laws of the Territory of Washington in order to form a corporation to be known as The Puget Sound Machinery Depot.

The objects of this corporation are to carry on a machinery and mercantile business, with the principal place of business at Seattle: The time of existance of this corporation shall be Twenty years from date; Capital stock shall be $15,000.

The affairs of this corporation shall be managed by a Board of three Trustees.

(Signed) W. H. H. Green.
P. M. Green.
J. H. Perkins.

Ack. Nov. 3, 1888, before John Arthur, a Notary Public in and for Washington, residing at - -. (Seal)

Appended is the certificate of J. P. Agnew, Auditor of King County, Washington, that the foregoing is a true copy of said Articles of Incorporation as of record in his office in Vol. 3, Art. of Inc. page 62.

Dated Nov. 5, 1907. (Seal of Auditor of King County)

29

Inst. No. 24 Office No. 187.

Jacob Furth, and L. A. Furth, his wife, by Jacob Furth, her attorney in fact.
to
Puget Sound Machinery Depot, a corporation

Quit-claim Deed.
Dated Sept 6, 1895.
Filed Sept 13, 1895, 4.21 p.m.
Vol. 38 Deeds, page 360.
Con. $1.

First party remises, releases and quit-claims unto second party, successors and assigns, lands in Snohomish County, Washington, described as:-

NE¼; W½ of SE¼, and E½ of SW¼ and SW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E.W.M. NE¼ of NE¼ of Sec. 26, NW¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W.M. except that part included in the original townsite of Edmonds, and excepting further that certain 5 acre tract deeded by George Brackett to John Anderson situate, lying and being in NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E., and including in this conveyance also that certain tract of land beginning at the Northeast corner of Lot 2, Sec. 2, Twp. 27 N of R 3 E. W.M. thence running Southerly 30 rods, thence Westerly 80 rods, thence Northerly 30 rods, thence Easterly 80 rods to the place of beginning, containing 5 acres, more or less (and other lands)

The lots and blocks hereby released and covered by this deed are particularly described as:-

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive in Block 88 of the City of Edmonds.
(and other lands not included in this abstract).

Ack. Sept. 6, 1895, before R. V. Ankeny, a Notary Public in and for Washington, residing at Seattle by Jacob Furth for self and as said Attorney in Fact.
(Seal, Com. Ex. Mch. 11, 1899).

Inst. No. 25 Office No. 259.

L. A. Furth, wife of Second Party.

To

Jacob Furth.

Power of Attorney.

Dated Dec. 31, 1887.

Filed April 6, 1905, 9.55 a.m.

Vol. 3 Powers of Atty. page 433.

First party makes, constitutes and appoints second party her true and lawful attorney in her name, place and stead, (among other powers) to grant, bargain, sell, convey, release, mortgage and release from mortgage, and to sign, seal, deliver and acknowledge all instruments necessary affecting the lands of the first party, as may be decided by said second party.

Ack. Dec. 31, 1887, before James L. King, a Notaty Public in and for the City of San Francisco, Cal. (Seal)

31

Inst. No. 26 Office No. 43.

George Brackett, and	Quit-claim Deed.
Etta E. Brackett, his wife.	Dated Sept. 5, 1895.
to	Filed Sept. 13, 1895, 4.20 p.m.
Puget Sound Machinery Depot, a	Vol. 39 Deeds, page 68.
corporation.	Con. $4800.

First party remises, releases and quit-claims unto second party, successors and assigns, lands in Snohomish County, Washington, described as:-

NE¼; W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24; NE¼ of NE¼ of Sec. 26, NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. except that part included in the original townsite of Edmonds, and excepting further that certain 5 acre tract deeded by George Brackett to John Anderson, situate, lying and being in the NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M. and including in this conveyance that certain tract of land beginning at the Northeast corner of Lot 2 in Sec. 24;Twp. 27 N of R 3 E., thence running Southerly 30 rods, thence Westerly 80 rods, thence Northerly 30 rods, thence Easterly 80 rods, to the place of beginning, containing 5 acres, more or less. (and other lands).

The lots and blocks covered by this deed are particularly described as :-

Lots 27 and 28 in Block 87 and lots 15 to 20 inclusive in Block 88 of the City of Edmonds.
(and other lands not included in this abstract).

Ack. Sept. 5, 1895, before Geo. F. Aust, a Notary Public in and for Washington, residing at Seattle.
(Seal, Com. Ex. Mch. 27, 1897).

32

Inst. No. 27 Office No. 277.

Jacob Furth. Affidavit.

to Filed Jun. 29, 1911, 8.43 A. M.

The Public. Vol. 139 Deeds, page 315.

Jacob Furth being duly sworn deposes and says: I am the party who as trustee received an assignment of a certain mortgage executed by the Minneapolis Realty and Investment Company to George Brackett on Mar. 22, 1893, which assignment was filed in Snohomish County, Washington, Sept. 27, 1893, in Vol. 23 of Mortgages at page 604 and I am the same party, who as plaintiff, prosecuted action No. 2077 in Superior Court of State of Washington for Snohomish County and who received a sheriff's deed, dated Feb. 21, 1895 and filed Mar. 15, 1895, and recorded in Vol. 37 of Deeds, at page 445, records of Snohomish County, including the NE¼ of Sec. 24, Twp. 27 N. R. 3 E. W. M., and I am the same party, who later executed a deed to said described property to the Puget Sound Machinery Depot, which deed was filed Sept. 13, 1895, and of record in Vol. 38 of Deeds at page 360 records of said County.

Affiant further states that as trustee he took the title to said property in trust for himself and for a number of other persons whose names affiant does not at this time recall; that the purpose of said trust was the collection of the said notes and the foreclosure of said mortgage; that said trust was carried out and the proceeds thereof delivered to the parties entitled thereto, and that affiant in all things fully executed said trust and that all proceedings had thereunder were fully in accordance with the terms of said trust. Further affiant saith not.

Subscribed and sworn to June 1st, 1911, before Thos. M. Askren, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. Jun. 22, 1912).

Inst. No. 28

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

In the Matter of the foreclosure of Snohomish County's Delinquency Certificates for unpaid taxes for the year 1895 and prior years.

Case No. 5364.

Application for judgment; filed Oct. 29, 1901. Alleges that said County is a county of the State of Washington; and that said County is the owner and holder of two certain Certificates of Delinquency, issued in book form, bearing date the 9th day of May 1901, issued by C. L. Lawry, County Treasurer of said County, upon all lands and real estate in said County upon which taxes for the year 1895 and prior years were upon the 9th day of May 1901 unpaid and upon which no Certificate of Delinquency had been therefor issued, were duly filed in the office of the County Clerk on the 10th day of June, 1901. That said Certificates of Delinquency contain in the column marked " Description " a description of all the lands and real estate in said County, upon which taxes for the year 1895 and prior years were on said 9th day of May 1901 due and unpaid as aforesaid.

That said Certificate contains in the column marked "Years" opposite each several description of land therein shown, the years for which the taxes upon each such description of land was delinquent on said 9th day of May 1901 up to and including the year 1895.

That said Certificates show in the column marked "total tax" "interest and costs due Jan. 31, 1898" opposite each such description of land in said certificates of delinquency the total amount of taxes due and unpaid upon each such description in thd column marked "years" with interest on such total amount from the date of delinquency of such tax or taxes to Jan. 31, 1898.

That wherever the words "Certificate issued" appear written or printed against or opposite any description of land in said certificates contained, a certificate has been issued to a purchaser from the County subsequent to the 9th day of May 1901, and for that reason said County does not by this application for judgment seek to foreclose any liens for taxes against any such description of land. That where the words " cancelled" "redeemed" " assigned" or "paid in full as per decree of U. S. Court dated April 18, 1901" or any of said words appear opposite any description of land contained in said Certificates said County does not by this application for judgment seek to foreclose any lien against any description or such description but as to said Snohomish County its lien against any such description has been duly satisfied and paid.

Sheet No. 34

It is furter alleged that each amount of taxes shown in said Certificates of Delinquency in the column marked "total tax, interest and costs due Jan. 31, 1898" shows the true and correct amount of the taxes against the description of land set opposite thereto in the column marked "Description" for the years in the column marked "years" and that each and all of said taxes were duly and regularly levied by said Snohomish County for the years shown respectively and that each and all of said taxes as hereinbefore otherwise alleged are due and unpaid; that by reason of the premises there is now due and owing to said County, as taxes upon each of the descriptions of land in said Certificates contained, except as hereinbefore alleged, the full amount shown in said column marked "total tax, interest and costs due Jan. 31, 1898" with interest on each such amount from Jan. 31, 1898 at the rate of 15% per annum.

Prays for decree of first lien upon each description of land mentioned and described in said Certificates of Delinquency, except as hereinbefore excepted, and further excepted as to any lands described in said Certificates of Delinquency in which are written the words "objections filed" for the amount set opposite each such description of land in the column marked "total tax, interest and costs due Jan. 31, 1898" with interest as aforesaid, and for costs and disbursements herein to be apportioned among said several descriptions of land. That the Court decree that said lien be foreclosed and that said lands be sold to satisfy the judgment herein.

(signed) H. D. Cooley, County and Prosecuting Atty.
in and for Snohomish County, Wash.

(The following is the form of Certificate of Delinquency mentioned)

State of Washington.
SS.
County of Snohomish.

Whereas the taxes, penalties, interest and costs, and costs for the years and as below and herein setforth, remain due and unpaid on the following described property, situated in Snohomish County, Washington, and no Certificates of Delinquency having been sold, made out or issued against such delinquent property to any person for said taxes.

Now, therefore, I, C. L. Lawry, Treasurer of Snohomish County, Washington, in compliance with the law, do hereby issue this Certificate of Delinquency in book form to Snohomish County, Washington, for said unpaid taxes, together with penalties, interest and costs due thereon as follows, to wit:

Tax 5364. 3.

Lot 15 to 20 in Block 88 of the City of Edmonds.

(among other lands)
which said amounts set opposite each description shall bear interest at the rate of fifteen per cent per annum from the first day of Feb. 1898 until paid. Said County may forthwith apply for a deed thereon.

Witness my hand and seal as Treasurer of the County, Washington, this 9th day of May 1901.

C. L. Lawry, County Treasurer of Snohomish County.

Order, filed Sept. 5, 1892: orders date of filing of said Certificates of Delinquency changed to May 9, 1901 and record made accordingly.

(signed) John C. Denney, Judge.

Summons, and proof of publication of same. Said proof is made by C. W. Gorham, printer and publisher of the Snohomish County Tribune, a weekly newspaper printed and published in Snohomish, said County, and of general circulation therein, and that on May 24, 1901, it was the official paper for Snohomish County, Washington; that the annexed summons was published in said paper proper and in the regular and entire issue for a period of seven consecutive weeks commencing July 5, 1901, and that said paper was regularly distributed to its subscribers during all said period. Said Notice gives the title of Court, and runs to all persons, owners and all unknown owners of the above described property, and that the plaintiff is the owner and holder of the above described certificates of delinquency for the years as mentioned, and describes the property described in this abstract, and recites the object of the action to be to foreclose tax liens as set out in the application for judgment herein.

Sheet No. 36

Tax: 5364. 4.

This cause having this 29th day of October, 1901, been brought on to be heard upon the application for judgment foreclosing the lien of Snohomish County against the several tracts and parcels of land set forth and described in those two certain certificates of delinquency issued in book form by the treasurer of said County, bearing date of the 9th day of May, 1901, and filed in the County Clerk's office of said County on the 10th day of June , 1901, for the taxes therein shown against each description for the year 1895 and prior years, except as to the descriptions therein contained against which are written or printed the words " Certificate issued" " Cancelled" " Redeemed" " Assigned" "Paid in full as per decree of the U. S. Circuit Court, dated April 18 1901" " or " Objects filed" or either or any of said words, and it appearing to the Court from the proof of service on file herein that due and sufficient notice of said application for judgment has been given in the manner provided by law, by the publication of said notice for six successive weeks in the Snohomish County Tribune, the same being the official paper for said County, and that more than sixty days have elapsed since the date of the first publication of said notice, and it further appearing from the records and files herein that no appearance has been made and no objections have been filed with reference to all descriptions of land in said certificates contained, against which are so written the words, "objections Filed".

Now, upon the hearing of said matter on this day heard, the court at this time not considering the matter except as to those olands concerning which no objections have been filed, and upon proofs adduced, it appearing to the Court that the statements and allegations set fotthe in the application are true, the Court finds as follows: That all times hereinafter mentioned and set forth Snohomish County was, and now is, one of the Counties of the State of Washington, created and existing by virtue of the laws of the said State

That on the 9th day of May 1901, taxes were due and owing to said County upon the several tracts and parcels of land hereinafter more partucularly set forth and described for the years set opposite each such description of land in the column marked "years" That the total amount of such taxes so due and unpaid severa tracts and parcels of lands for such years, with interest on said several sums to January 31, 1898, at the rate of 15 per cent per annum, was as hereinaft er set forth opposite each said tract or parcel of land in the column marked "Total Tax, interest and costs due January 31, 1898". That on said 9th day of May 1901, the County Treasurer of said County issued to said Snohomish County certificates of delinquency upon the lands hereinafter described for the taxes so due and unpaid thereon for the years 1895 and prior years in which said certificates were issued in two certificates in book form, and wefe filed in the office of the County Clerk of said County on the 10th day of June, 1901, That said certificates of delinquency contain a description of all lands and real estate in said County, upon which the taxes for the year 1895 and prior years were on the 9th day of May 1901, due and unpaid as aforesaid

Sheet No. 37

That the said certificates contain in the column marked "Years" opposite each several descrip ions of land therein shown the years for which the taxes upon each such description was delinquent on said 9th day of May 1901, up to and including the year 1896, and in the column marked "Total Tax, interest and costs due Jan. 31, 1898" opposite each such description of land, the total tax due and unpaid upon each such description of land for the years shown against each such description in the column marked "Years" with interest on such total amount from the date or dates of delinquency of such taxes to January 31, 1898. That subsequent to the issuance of said certificates the taxes have been paid upon a great number of the tracts and parcels contained in and covered by said certificates, but that whenever such taxes have been so paid upon any such tract or parcel the words "Certificate issued" or the word "Assigned" of the word "Redeemed" has been written or stamped upon such certificate opposite the description of such tract or parcel of land. That since the issuance of said certificate as afor said, the taxes upon a port on of said lands have been cancelled, but that in each case where the taxes upon any tract or parcel of land have been so cancelled, the word "Cancelled" has been written upon such certificate opposite the description of such tract or parcel of land. That since the issuance of said certificate as aforesaid the taxes upon a portion of said lands hav been paid in pursuance of a decree of the United States Circuit Court for the district of Washington, Northern Division, but that there has been stamped upon said certificate opposite each such tract or parcel of land the words "Paid in full as per decree of U. S. Circuit Court dated April 18, 1901" That each amount of taxes shown in said certificates of delinquency in the column marked "Total Tax, interest and costs due Jan. 31, 1898, shows the true and correct amount of taxes due and unpaid upon said last named date upon the description of land set opposite thereto in the column marked "Years" and that each and all of said taxes were duly and regularly levied by said Snohomish County, for the years shown respectively, and that each and all of said taxes except as heretofore otherwise found are still due and unpaid, and that Snohomish County now has a valid lien against each description of land for the years so set opposite it in said certificates, with interest therein from the 31st day of January, 1898 at the rate of 15 per cent per annum.

It is therefore, ordered, adjudged and decreed, that Snohomish County do have and recover judgment against each tract, and parcel of land hereinafter more particularly set forth and against which the words "Certificate issued", "Canelled", " Redeemed", "Assigned", " Paid in full as per decree of U. S. Circuit Court dated April 18, 1901", or "Objections filed" are not writen or printed, for the amount shown against each such tract or parcel of land, respectively, in the column marked "Amount of Judgment", which said judgment shall be a several judgment against each tract or lot of land hereinafter described in the amount set opposite thereto in the column marked as aforesaid.

Dated Oct. 29, 1901. John C. Denney, Judge.

Sheet No. 38

5364. 6.

Notice of Tax Judgment Sale. Filed Dec. 20, 1902. Gives public notice that pursuant to a real estate tax judgment in the Superior Court of the State of Washington for the County of Snohomish, and an order of sale duly issued by said Court, entered Oct. 29, 1901, and directed to the sheriff and delivered to said sheriff, in proceeding to foreclose tax liens upon real estate as per the provisions of law, said sheriff will, on Nov. 9, 1901, at 10 o'clock A. M. at the front door of the Court House at said City of Everett, in said County and State, sell the following described lands or lots, or so much of each of them as shall be sufficient to satisfy the amount of taxes, assessments, interest and costs, adjudged to be due thereon as follows, to-wit:

(Among other lands, the lands described in this Abstract)

for the full amount of the judgment against each of said descriptions, reference is hereby made to the judgment in cause No. 5364, which was filed with the Clerk of said Court Oct. 29, 1901, and which will be in the office of the County Treasurer for inspection up to the time of such sale.

That the purchaser of any of said lands at such sale will be required to pay, entitling him to a deed therefor, in addition to the amount of the judgment against said lands, all unpaid taxes thereon subsequent to 1895, such unpaid taxes being, for the convenience of prospective purchasers at such sale, set opposite each description of land contained and included in said judgment of foreclosure.

In Witness whereof, I have hereunto affixed my hand and seal this 29th day of October, A. D. 1901.

(signed) C. L. Lavry, Treasurer of Snohomish County, Washington.
By W. R. Booth, Deputy.

Sheet No. 34

Tax. 5364. 7.

Treasurer's return of Tax Sale, filed Dec. 20, 1902. C. L. Lawry, County Treasurer of Snohomish County, Washington, certifies that in accordance with a certain judgment and order of sale in the above entitled cause made and entered in the Superior Court of the State of Washington, in and for said County, on the 29th day of Oct. 1901 to him directed and delivered, did on the 9th day of Nov. 1901, between the hours of 9 o'clock A. M. and 4 o'clock P. M., after first having given due and legal notice of the time and place of said sale by posting notices thereof for ten consecutive days in three public places in said County, one of which was at the Sheriff's office, a copy of which is hereto affixed and made a part hereof, offer for sale at public auction the several tracts, pieces and parcels of land hereinafter in said judgment and order of sale mentioned, to the parties or party offering to pay the amount of the judgment, taxes, penalties, interest and costs due on each of such tracts, pieces, or parcels of land for the least quantity thereof, taken from the east side of each such tract, piece or parcel of land. Said sale continuing from said 9th day of November 1901 up to and including the 23rd. day of Sept. 1902. That at such sale the parties whose names hereinafter appear opposite the description of the several tracts, pieces or parcels of land hereinafter described offered to pay the amount of the judgment due thereon for the quantity thereof set opposite thereto, and that said quantity was the least quantity thereof that the said parties would accept for the amount so offered, and there was no party offering to pay the amount of said judgment for a less quantity thereof than that herinafter mentioned.

Wherefore, I did on and between the dates above set forth strike off and sell the following described pieces, or parcels of lots and real estate situated in said County, in the quanties for the amounts and to the parties named opposite thereto, as follows:

Lots 17 to 20 in Block 88 of the plat of City of Edmonds, was sold to Snohomish County for the fullamount of the taxes.

Lots 15 and 16 of Block 88 of the Plat of City of Edmonds was sold to MrsDaniel Carney.(and other lands not in this abstract.)

That at such sale no bids were received from any party or parties upon any of the remaining lots, tracts or parcels of land covered by said judgment and order of sale, and that thereupon and for that reason he did on the 23rd. day of Sept. 1902, strike off and sell the said remaining tracts, pieces or parcels of land to Snohomish County, for the full area of each tract, piece or parcel of land for the full amount of all taxes, penalties, interest and costs due thereon.

Dated at Everett, Washington, Dec. 18, 1902.

C. L. Lawry, Treasurer.
By W. R. Beeth, Deputy.

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* * * * * * * *

JUDGMENT: Filed Jun. 12, 1902; This cause having this 12th day of June, 1902, been brought on to be heard upon theapplication for judgment foreclosing the lien of Snohomish County against the several tracts and parcels of land hereinafter more particularly described and set forth, said tracts and parcels of land being a portion of the lands described in and covered by those two certain certificates of delinquency issued in book form by the treasurer of said county, bearing date the 9th day of amy, 1901, and filed in the office of the county clerk of said county on said 9th day of May, 1901, for the taxes therein shown against each such description of land for the year 1895, and prior years, and it appearing to the court from the proofs of service on file herein that due and sufficient notice of said application for judgment has been given in the manner provided by law, by the publication of said notice for six weeks successively in the Snohomish County Tribune, the same being the official paper for said county, and that more than sixty days have elapsed since the date of the first publication of said notice, and it further appearing from the records and files herein that no appearance has been made and no objections filed by any person or persons interested, or claiming an interest in any of the lands and real estate hereinafter more particularly described, now upon the hearing in said matter upon this day had, and upon the proofs adduced, it appearing to the court that the statements and allegations set forth in the application for judgment herein are true, the court finds as follows:

I.

That at all times hereinafter mentioned and set forth Snohomish County was and now is one of the counties of the State of Washington created and existing under and by virtue of the laws of said state.

II.

That on the 9th day of May, 1901, taxes were due and owing to said county upon the several tracts and parcels of lands hereinafter more particularly described and set forth for the years set opposite each such description of land in the column marked "Years". That the total amount of said taxes so due and unpaid upon such several tracts and parcels of land for such years, with interest upon said several sums to January 31, 1898, at the rate of 15 per cent per annum, was as hereinafter set opposite each such tract and parcel of land in the column marked "Total tax, interest and costs due January 31, 1898".

III.

That on said 9th day of May, 1901, the county treasurer of said county issued to said Snohomish County certificates of delinquency upon all the lands hereinafter described, together with other lands in said certificates more particularly described for the taxes so due and unpaid thereon for the year 1895, and prior years, which said certificates were issued in two certificates in book form and were filed in the office of the county clerk of said county on the said 9th day of May, 1901. That said certificates of delinquency contained a description of all the lands and real estate in said county, upon which the taxes for the year 1895 and prior years were on said 9th day of May, 1901, due and unpaid including a description ofall the lands and real estate hereinafter more particularly described and set forth. That said certificates contained

in the column marked "years" opposite each several description of land therein shown, the years for which the taxes upon each such description of land were delinquent on said 9th day of May, 1901, up to and including the year 1895, and in the column marked "Total tax, interest and costs, due January 31, 1898", opposite each such description of land, the total amount of taxes due and unpaid upon each such description of land for the years shown against each such description of land in the column marked "Years", with interest on such total amount from the date or dates of delinquency of such tax or taxes to January 31, 1898.

IV.

That each amount of taxes shown in said certificates of delinquency in the column marked "Total tax, interest and costs due January 31, 1898" shows the true and correct amount of taxes due and unpaid upon said last named date, upon the description of land set opposite thereto in the column marked "Description" for the years shown in the column marked "Years", and that each and all of such taxes were duly and regularly levied by said Snohomish County for the years shown respectively and that each and all of the taxes shown in said certificates of delinquency against the descriptions of land hereinafter more particularly set forth are still due and unpaid, and that Snohomish County now has a valid lien upon each such description of land for the taxes so set opposite in said certificates, with interest thereon from the 31st day of January, 1898, at the rate of 15 per cent per annum.

It is Therefore ORDERED and ADJUDGED and DECREED that Snohomish County do have and recover judgment against each tract and parcel of land hereinafter more particularly described and set forth for the

amount shown against each such tract or parcel of land respectively, in the column marked "Amount of judgment" which such judgment shall be a judgment against each tract or lot of land hereinafter described in the amount set opposite thereto, in the column marked as aforesaid.

Dated this 12th day of June, 1902.

John C. Denney,

Judge.

Inst. No. 29

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

Puget Sound Machinery Depot, a corporation. - Plaintiff.

-vs- Case No. 5592.

The County of Snohomish and C. L. Lawry as Treasurer thereof. - Defendants.

Summons and Complaint, filed Oct. 29, 1901; said complaint states the plaintiff is a corporation existing under the laws of the State of Washington; that the County of Snohomish is a legal and political sub-division of the State of Washington, existing under the laws of said State, and that C. L. Lawry is the duly elected and qualified and acting Treasurer of said County; that the plaintiff is the owner of the lands described in Schedule "A" hereto attached to this complaint, and has been the owner for more than the last five years past; that said lands were assessed by the County Assessor of said County for the years 1892 to 1900 inclusive, as shown by said schedule; that said assessments are illegal, fraudulent and detrimental to the plaintiff; that the Treasurer under the laws of the State is now preparing to sell each and every one of the said tracts of land set forth in said schedule .

Plaintiff prays that said assessments be declared null and void and that said assessments be stricken from the roll of the Treasurer of said County for said years.

Schedule "A". City of Edmonds: Block 35, lots 1 to 20; Block 36, lots 1 to 40; Blocks 37,38,39,40,41,42,43,44,63,64,65,66,67,68,69, 70.71,72,73,74,75,76,77,78,79, and lots 1 to 17 and 21 to 38; in Block 80; lots 1, 2, 4 to 19, 21 to 38; Block 81,82,83,84,85; in Block 86, lots 1 to 20, and 33 and 35; Block 87, lots 13 to 30, 35 and 38, 39 and 40; Block 88, lots 13 to 30, Block 89; Lots 1 to 7, and 9 to 40; Block 90, 91; Block 92, lots 1 to 20; Block 93, lots 6 to 20; Block 94; Block 95, lots 9, 11 to 23, 25 to 37 and 40; Block 96, lots 8 to 10, 14 to 20, 22 to 34, 39 and 40; Block 97, Lot 7; Block 98, Lots 4 and 5,7,8,10 and 11,13,14,17 to 19,29 to 33; Block 99, lots 1,4 to 6,7 to 10, 13 to 15, 19,20 and 24, 30 to 35,36,37 and 38; Block 100, lots 1,2,4 to 9, 12 to 29, 31 to 38; Block 101, lots 1 to 3, 6 to 10, 4,12, to 19, 21 to 35; Block 102; Block 119, lots 21 to 34; Block 120, lots 30,33, to 38; Block 121, 3,4,9,10,14,15,23 and 26,29,30,31,34 and 35; Block 122; Lots 2,3,4,8,13 to 20,23 to 26, 29 to 32, 37 to 39 and 40; Block 123, Lots 13,18 to 20, 25 and 26

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Block 130, Lots 18 to 29; Block "D". Lots 15, 18 and 19; Block "E", lots 3, 4, and 8 to 12; Block "H", lots 11 and 12; Block "J", lots 1 and 2.

E½ of NE¼ and W½ of NE¼ of Sec. 24, Twp. 27 N of R 3 E.

Commencing at a point 360 N Ely of the N E corner of Lot 6, Block 14 in the original plat of Edmonds, running thence in a N Ely direction along the W line of the County road to the N line of Lot 2 Sec. 24, Twp. 27 3 E, thence West to the line of high water mark of Admiralty Inlet, thence S Wly following the Government meander line to a point 360 feet N Ely of the intersection of the N line of Lot 6 said Block 14 and the government meander line, thence E ly to the place of beginning.

Restraining order, filed Oct. 29, 1901.

Notice of Issue, filed Dec. 18, 1901.

Answer, filed Dec. 18, 1901.

Notice of trial, filed Mch. 11, 1902.

Judgment, filed June 12, 1902; states that said cause was regularly heard, on June 12, 1902, plaintiff failing to appear, either in person or by counsel, and the defendant having appeared by the County Attorney, and asked for dismissal of said cause by reason of the failure of said plaintiff to appear as aforesaid.

Now, therefore, it is hereby Ordered and Adjudged, that said cause be and the same is hereby dismissed.

Further ordered and adjudged that said defendants have and recover from said plaintiff their costs and disbursements herein to be taxed by the Clerk of said Court.

Dated this 12th day of June, 1902.

John C. Denney, Judge.

Inst. No. 30 Office No. 211.

C. L. Lawry, Treasurer of Snohomish County, Washington. to County of Snohomish.

Tax Deed.
Dated Nov. 6, 1902.
Filed Nov. 22, 1902, 1.18 P.M.
Vol. 68 Deeds, page 288.

Recites that whereas at a public sale of real estate held on Nov. 5, 1902 pursuant to a real estate tax judgment entered in the Superior Court of Snohomish County, Washington on June 12, 1902, in proceedings to foreclose tax liens upon real estate and an order of sale duly issued by said Court the second party herein duly purchased in compliance with the laws of the State of Washington the following lands in Snohomish County, Washington to-wit: Lots 1 to 20 inc. in Block 35, all of Blocks 36, 37 and 38 and Lots 1 to 16 inc. in Block 39, Lots 21 to 26 in Block 39, lots 30 to 40 in Block 39, lots 1 to 20 of Block 40, Lots 25 to 40 of Block 40, all of Blocks 41, 42 and 43, Lots 21 to 40 in Block 44, lots 21 to 40 in Block 63, all of Block 64, Lots1to 40 in Block 65, all of Block 66, lots 4 to 18 inc. and 24 to 38 inc. of Block 67, lots 3 to 40 inc. in Block 68, all of Blocks 69, 70 and 71, Lots 1 to 20 inc. Block 72, Lots 1 to 19 inc. Block 73, Lots 1 to 38 inc. Block 74, Lots 1 to 38 inc. Block 75, Lots 1 to 5 inc. 8 to 31 inc. and 34 to 38 in Block 76, lots 4 to 38 inc. in Block 77, lots 1 to 38 inc. in Block 78, Lots 1 to 17 inc. and 21 to 38 inc. in Block 79, Lots 1, 2 and 4 to 19 inc. and 21 and 38 inc. Block 80, Lots 1 to 38 of Block 81, lots 20 to 38 inc. Block 82, lots 21 to 40 inc. in Block 83, all of Blocks 84 and 85, Lots 1 to 20 inc. and 35 to 38inc. in Block 86, lots 3 to 6 inc. Block 87, lots 35 to 37 inc. Block 87, Lots 13 and 14 and 17 to 30 inc. Block 88, lots 1 to 7 inc. and 9 to 40 inc. in Block 89, all of Block 90 and 91, lots 1 to 9 inc. and 4 to 20 inc. Block 92, lots 6 to 20 inc. block 93, all of Block 94, lot 9 of Block 95, lots 11 to 23 inc. and 25 to 37 inc. and lot 40 of Block 95, lots 9 and 10 and 14 to 20 inc. and 22 to 34 inc. in Block 96, lots 4, 5, 7, 8,10,11,13 and 14 in Block 98, lot 1 Block 99, lots 4 to 10 inc. 13 to 15 inc. 19 and 20 and 24 and 30 to 38 inc. in Block 99, lots 1, 2 and 4 to 9 inc. 12 to 29 inc. and 31 to 38 inc. in block 100, lot 1 to 4 inc. 6 to 10 inc. 12 to 19 inc. and 21 to 35 inc. in Block 101, lots 21 to 36 inc. in Block 102, lots 33 to 36 inc. in Block 120, lots 3 and 4, 9 and 10, 23 to 26 inc. 29,30,31,34 and 35 of Block 121,lots 7 and 8, 13 to 20 inc. 23 to 26 inc. 29 to 32 inc. Block 122, lots 13,25 and 26 in Block 123, lot 15 in Block D, and lot 11 in Block H, City of Edmonds, for a total judgment of $15,548.92; and the second party has complied with the laws of the State of Washington, necessary to entitle him to this deed.

Now, therefore, I, C. L. Lawry, County Treasurer of Snohomish County, Washington, in consideration of the premises, and by virtue of the Statutes of the State of Washington in such cases provided, do hereby grant and convey unto second party, heirs and assigns the real property hereinbefore described.

(Seal of County Treasurer).

Ack. Nov. 6, 1902, before G. W. Adamson, Deputy Clerk of the Superior Court of Snohomish County, Washington, by said County Treasurer as his official act.

(Seal of Superior Court).

Inst. No. 31 Office No. 159.

C. L. Lawry, Treasurer of Snohomish County, Washington. to John Darragh.

Treasurer's Deed.
Dated Sept. 1, 1903.
Filed Sept. 9, 1903, 11.55 A.M
Vol. 79 Deeds, page 221.
Con. $319.00.

Recites that whereas at a public sale of real estate held on Aug. 29, 1903, pursuant to an order of the Board of County Commissioners of the County of Snohomish, State of Washington, duly made and entered, and after first having given due notice of the time, place and terms of said sale, and whereas in pursuance of said order of said Board of County Commissioners, and of the laws of the State of Washington, and for and in consideration of the sum of $319.00 lawful money of the United States of America, to me in hand paid, the receipt of which is hereby acknowledged, I have this day sold to John Darragh the following described real estate and which said real estate is the property of the County of Snohomish, and which is particularly described as follows, to-wit:

Lots 17 to 20 inclusive in Block 88, of the Plat of the City of Edmonds (andother lands not included in this abstract), the said John Darragh being the highest and best bidder at said sale, and the said sum being the highest and best sum bid at said sale.

Now, Therefore, know ye that I, C. L. Lawry, County Treasurer of said County of Snohomish, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington

in such cases made and provided, do hereby grant and convey unto John Darragh, heirs and assigns, forever, the said real estate hereinbefore described, as fully and completely as the said party of the first part can by virtue of the premises convey the same.

(Seal of the County Treasurer.).

Inst. No. 32 Office No. 246.

C. L. Lawry, County Treasurer. Certificate.

By W. R. Booth, Deputy. Dated June 22, 1903.

to Filed Dec. 14, 1907, 8.05 a.m.

The County Auditor. Vol. 29 Misc, page 376.

Recites: I hereby certify that the Official Seal as provided by Chapter 15 of Session Laws of 1903, has been regularly adopted and is the official seal of the County Treasurer of Snohomish County.

C. L. Lawry, County Treasurer.

By W. R. Booth, Deputy.

(Official Seal of Treasurer of Snohomish County).

(Endorsed) Filed June 22, 1903, W. M. Ross, County Auditor.

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Inst. No. 33 Office No. 437.

John Darragh and Ione	Quit-Claim Deed.
I. Darragh, his wife.	Dated Mch. 12, 1904.
to	Filed Mch. 16, 1904, 9.21 A.M
Daniel Carney.	Vol. 75 Deeds, page 628.
	Con. $20.

First party remises, releases and quit-claims unto second party heirs and assigns, lands in Snohomish County, Washington, described as:-

Lots 17, 18, 19 and 20 in Block 88 of City of Edmonds.

Ack. Mch. 12, 1904, before S. F. Street, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Nov. 19, 1907).

Inst. No. 34 Office No. 447.

C. L. Lawry, Treasurer of Snohomish County, Washington.

to

Mrs. Daniel Carney.

Tax Deed.

Dated Aug. 18, 1902.

Filed Mch. 16, 1904, 9.20 A.M.

Vol. 75 Deeds, page 627.

Recites that whereas at a public sale of real estate held on Aug. 16, 1902 pursuant to a real estate tax judgment entered in the Superior Court of Snohomish County, on July 30, 1902 in proceedings to foreclose tax liens upon real estate and an order of sale duly issued by said Court, second party herein duly purchased in compliance with the laws of the State of Washington the following lands situated in Snohomish County, Washington, to-wit:

Lots 15 and 16 in Block 88 of City of Edmonds, and that said second party has complied with the laws of the State of Washington necessary to entitle him to this deed.

Now, therefore, I, C. L. Lawry, County Treasurer of Snohomish County, Washington, in consideration of the premises, and by virtue of the statutes of the State of Washington in such cases provided, do hereby grant and convey unto the second party, heirs and assigns, the real property hereinbefore described.

(Seal of County Treasurer.)

Sheet No. 52

Inst. No. 35 Office No. 200.

In the Superior Court of the State of Washington,
in and for Snohomish County.

John C. Stafford.	Lis Pendens.
Plaintiff.	Dated Sept. 7, 1906.
-vs-	Filed Sept. 7, 1906, 11.45 A.M.
Puget Sound Machinery Depot, a corporation, and all persons unknown, if any, having or claiming an interest or estate in and to the hereinafter described real property. Defendants.	Vol. 4 Lis Pendens, page 173.

The object of this action is to foreclose a certificate of delinquency for taxes for years 1902, 1903 and 1904, on lands in Snohomish County, Washington, described as:-

Lots 15 and 16 in Block 88, City of Edmonds.

Sheet No. 53

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF SNOHOMISH.

John C. Stafford, Plaintiff.	)	
-vs-	)	
Puget Sound Machinery Depot, a corporation, and all persons unknown if any, having or claiming an interest or estate in and to the hereinafter described real property, Defendants.	)	No. 8127.

APPLICATION FOR JUDGMENT: Filed Sept. 7, 1906; (States that the taxes are due and unpaid on lots 15 and 16 of Block 88 of the City of Edmonds for 3 years or more. In as much as this Case is not carried to a completion and sale of said property and the issuing of a tax deed under this proceeding, the entire application is omitted.)

SHERIFF'S RETURN OF SERVICE: Filed Dec. 31, 1906.

NOTICE AND SUMMONS: Filed Dec. 31, 1906.

AFFIDAVIT: Filed Dec. 31, 1906.

LIS PENDENS: Filed Dec. 31, 1906.

MOTION: Filed Dec. 31, 1906.

AFFIDAVIT OF NO ANSWER: Filed Dec. 31, 1906.

ORDER: Filed Dec. 31, 1906; Upon reading and filing the affidavit of Robert T. Warner, Plaintiff's Attorney, and upon all the records and files in said cause,

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No. 8127---2.

It is Hereby

Ordered, that the default of the defendant Puget Sound Machinery Depot, a corporation, and of all persons having or claiming an interest or estate in and to the real property described in the complaint and application for judgment herein, be, and the same is hereby entered.

Dated this 29th day of December, A. D. 1906.

By the Court:

W. W. Black,

Judge.

JUDGMENT IN FORECLOSURE OF TAX LIEN AND ORDER OF SALE: Filed Dec. 31, 1906; This cause having this 29th day of December A. D. 1906, been brought to be heard upon the Application for Judgment Foreclosing Tax Lien filed herein and Puget Sound Machinery Depot, a corporation, and all defendants unknown, being in default and said default having been duly entered and upon the proofs adduced, it appearing to the Court that the statements and allegations set forth in said application are true, the Court finds as follows:

First: That there is now outstanding and unredeemed Certificates of Delinquency numbered A7026 and A7027, issued on the 21st day of May A. D. 1906, by the County of Snohomish, State of Washington, for the amount of Four and 00/100 Dollars each, being eight and 00/100 Dollars in all, on said four (4) Certificates of Delinquency, the same being the amount then due and delinquent for taxes, for the years 1902, 1903 and 1904, together with penalty, interest and costs thereon upon real property, situate in said county, and particularly bounded and described

as follows, to-wit:

Lots Fifteen (15) and Sixteen (16) of Block Eighty eight (88) in the City of Edmonds.

Second: That three years have elapsed since the original date of delinquency of the taxes for the year 1902, which are included in said Certificates of Delinquency.

Third: That plaintiff herein is the lawful holder of said Certificates of Delinquency.

Fourth: That plaintiff herein has paid all subsequent and prior taxes assessed against said property in all amounting to the sum of One and 20/100 Dollars, being for the sum of 60/100 dollars on each of said Certificates of Delinquency.

Fifth: That there is now due plaintiff herein for said Certificates of Delinquency and taxes paid as aforesaid, with interest thereon at the rate of fifteen per cent per annum, the sum of Nine and 20/100 Dollars being the sum of Four and 60/100 Dollars, on each of said Certificates of Delinquency.

Sixth: That plaintiff herein has a good and lawful lien against said property, hereinbefore mentioned, for the said sum of nine and 20/100 Dollars.

Seventh: That summons and notice has been duly served in this proceeding as required by the statute of this State and such statute complied with in all other respects pertaining hereto.

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED, That plaintiff herein be given judgment against the property hereinbefore mentioned for the aforesaid amount of plaintiffs lien, with costs amounting to

No. 8127----4.

Four and 90/100 Dollars, which said judgment shall be a several judgment against each tract or lot, or part of a tract or lot of land hereinbefore mentioned in the amounts set opposite thereto, as follows:

(Lots 15 and 16 of Block 88, City of Edmonds, for the year 1905, total amount on each lot, $7.24.)

NOW, THEREFORE IN THE NAME OF THE STATE OF WASHINGTON:

You, W. R. Booth, County Treasurer, in and for said County, or your successor in office, are hereby ordered and directed to sell according to law, the premises hereinbefore mentioned, together with the appurtenances thereunto belonging, or so much thereof as may be necessary to satisfy the judgment herein, together with interest, costs and accruing costs thereon.

W. W. Black, Judge.

Attest: G. W. Adamson,

County Clerk and Clerk of the Superior Court.

State of Washington)
ss
County of Snohomish(

I, G. W. Adamson, County Clerk and Clerk of the Superior Court, in and for said County, do hereby certify, that the foregoing is a full, true and correct copy of the Judgment in Foreclosure of Tax Lien and Order of Sale in the above entitled cause, as the same appears of record in my office.

In Witness Whereof, I have hereunto set my hand and the seal of said Court affixed, this 31 day of Dec. A. D. 1906.

G. W. Adamson.

County Clerk and Clerk of the Superior Court.

57 (No other papers filed in this Cause up to this date, to-wit: Oct. 16, 1911 at 8 o'clock a.m.)

Inst. No. 37

Office No. 521.

Puget Sound Machinery Depot, a corporation, By Thomas M. Green, President, Attest: E. I. Garrett, Secretary.

to

George F. Meacham.

Quit-Claim Deed.
Dated Jan. 28, 1907.
Filed Feb. 15, 1907, 8.11 A.M
Vol. 103 Deeds, page 583.
Con. $1.00.

First party sells, conveys and quit-claims unto second party land in Snohomish County, Washington, described as:-

Lots 15 to 20 inclusive in Block 88, in the Plat of the City of Edmonds.

(and other lands not included in this abstract).

In Testimony Whereof the first party has caused these presents to be executed and its corporate seal to be hereunto affixed the day and year first above written.

(Corporate Seal).

Ack. Jan. 28, 1907, before D. B. Trefethen, Notary Public in and for Washington, residing at Seattle, by said officers for said corporation.

(Seal, Com. Ex. Sept. 30, 1910).

Inst. No. 38

Office No. 304.

George Brackett and Etta E. Brackett, his wife.

to

John Anderson.

Warranty Deed.

Dated Aug. 12, 1890.

Filed Oct. 10, 1890, 1.20 P.M

Vol. 12 Deeds, page 304.

Con. $500.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:-

Lots 27 and 28 in Block 87, Plat of the City of Edmunds.

(and other lands not included in this abstract).

This deed is to satisfy a bond for deed by said parties hereto.

Covenants of general warranty.

Ack. Oct. 8, 1890, before Frank Ashcraft, Notary Public in and for Washington, residing at Edmonds.

(S e a l).

Sheet No. 59

Inst. No. 39 Office No. 305.

John Anderson and Christie	Warranty Deed.
Anderson, his wife.	Dated Oct. 8, 1890.
to	Filed Oct. 10, 1890, 1.25 P.M
The Edmonds Land and Improvement	Vol. 12 Deeds, page 305.
Company, a corporation.	Con. $2000.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns lands in Snohomish County, Washington, described as:-

Lots 27 and 28 in Block 87, Plat of City of Edmunds.

(and other lands not included in this abstract).

Covenants of general warranty.

Ack. Oct. 8, 1890, before Charles L. F. Kellogg, Notary Public in and for Washington, residing at Seattle.

(S e a l).

Sheet No. 60

Ist. No. 40 Office No. 114.

Articles of Incorporation Dated Aug. 20, 1890.

of Filed Aug. 22, 1890,

Edmonds Land & Improvement Company. Vol. 6 Misc. page 479.

Extract from Art. 2: First, to purchase, own and improve, mortgage, sell and convey real and personal property to lease real and personal property and to collect rent on same, and otherwise engage in a general real estate business, to acquire by purchase or otherwise any townsite, town of city or any part thereof and to do any and all acts necessary and incident to improve it and develope the same.

Sixth: To engage in the business of wharfing, dockage etc.

Nineth: To construct, own and lease and operate water works, water flumes and canals for the purpose of supplying water and water power to cities and towns, companies and individuals and to receive compensation therefor.

The number of trustees of said corporation shall be five, who shall manage the affairs of said corporation.

Ack. Aug. 20, 1890, before Charles L. F. Kellogg, a Notary Public in and for Washington, residingat Seattle, by T. G. Bishop, F. R. Stoneman, D. B. Ward, Galen H. Coon, W. P. Kingston and F. W. Peabody. (Seal)

Sheet No. 61

Inst. No. 41 Office No. 42.

The Edmonds Land and Improvement Company, by Galen H. Coon, Vice President, W. P. Kingston, Secretary.

to

American Building and Loan Association, a corporation.

Mortgage.
Dated Sept. 15, 1890.
Filed Oct. 17, 1890, 8.45 A.M
Vol. 10 Mtgs. page 216.

This mortgage secures the payment of One Thousand ($1000.) Dollars evidenced by said first party's promissory note of even date herewith, payable according to terms of said note or bond with interest as provided therein.

Mortgages lands in Snohomish County, Washington, described as:

Lots 27 and 28 of Block 87, City of Edmonds.

Provides for payment of the said loan according to terms of said note and if not so paid then the second party may sell the said lands as provided by law.

In testimony whereof the first party has caused these presents to be executed by its President and Secretary and its corporate seal to be hereunto affixed.

(No Seal shown of record of said corporation.)

Ack. Oct. 13, 1890, before C. L. F. Kellogg, Notary Public in and for Washington, residing at Seattle, by said Secretary and President as act of said corporation.

(S e a l).

Sheet No. 62

Inst. No. 42 Office No. 5.

John Parks, Mechanic's Lien.

Vs. Filed May 11, 1891, 10.7 a m.

C. Cutlar and Vol. 2 Mechanic's Liens, 4.

Edmonds Land & Improvement Company, a corporation.

Recites that first party claims a lien of $273.97 for labor performed at therequest of C. Cutlar commencing on Nov. 5, 18901 ending on April 13, 1891, upon lands in Snohomish County, Washington, described as:

Lots 27 and 28 in 1Block 87 of the City of Edmonds.

(and other lands not included in this abstract)

Subscribed and sworn to April 22, 1891, before C. W. Corlis, a Notary Public in and for Washington, residingat Seattle

(Seal)

Sheet No. 63

Inst. No. 43 Office No. 18.

John Parks.
To
John P. Fay.

Assignment of Mechanic's Lien.
Dated June 16, 1891.
Filed June 20, 1891, 4.01 p m.
Vol. 2 Mechanic's Liens, 46.
Con. $273.97

First party assigns unto second party a Mechainc's Lien bearing date of May 11, 1891, and recorded in Vol. 2 of Mechanic's Lien page 4, upon the lands described therein.

Ack. June 16, 1891, before C. W. Corlis, a Notary Public in and for Washington, residing at Seattle.

(Seal)

Sheet No. 64

Inst. No. 44

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

John P. Fey,

Plaintiff.

Vs. No. 427.

Edmonds Land & Improvement Company,

Defendant.

Complaint, filed June 20, 1891, states that John Parks performed certain work for the said defendant upon certain buildings located on Lots 27, 28, 30, 31 33, 34 35 of Block 87 of the City of Edmonds and Lots 11, and 12 of Block 8 of Edmonds, at the special request of C. Cutlar, the agent of the said defendant, that saod Parks was to receive the sum of $553.68 for the said labor and that there remains now due and unpaid $273.97; thatsaid Parks filed a lien on said premises as of record in Vol. 2 M. L. page 4, records of said County, and tht he the reafter conveyed the said lien to the plaintiff herein. Prays judgment and foreclosure of the said lien.

Summons, filed July 10, 1891. Confession of Judgment by said defendant filed Aug. 15, 1891.

Judgment, filed Aug. 15, 1891, in sum of $281.29 with interest. Dated Aug. 15, 1891, John C. Denney, Hudge.

Assignment of Judgment by said plaintiff to The American Savings & Loan Association, filed Octs. 10, 1891.

Sheet No. 65

Inst. No. 45 Office No. 99:

L. Goodsell and William M. Kittell. Vs. The Edmonds Land & Improvement Company, and C. Cutlar.

Mechanic's Lien.
Filed April 29, 1891, 2.55 p m.
Vol. 1 Mechainc's Liens 284.

Recites that first party claims a lie of $150. for labor performed at the request of C. Cutlar, commencing on Nov. 22, 1890, and ending om April 20, 1891, upon lands in Snohomish County, Washington, described as:

Lots 27 and 28 in Block 87 of plat of the City of Edmonds

(and other lands not included in this abstract)

Duly acknowledged.

On the margin of record of foregoing is: The within lien paid June 5, 1891, and satisfaction hereby acknowledged in full.

Wm M. Kittell

Attest Geo. C. Ruff County Auditor.

Sheet No. 66

Inst. No. 46

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

L. Goodsell, and William M. Kittell,

Plaintiffs.

No. 396.

Vs.

The Edmonds Land & Improvement Company, a corporation, and C. Cutler, Defendants.

Complaint, filed May 15, 1891, states that the said corporation is the owner of Lots 27, 28, 30, 31, 33, 34 in Block 87 of the City of Edmonds in Snohomish County, Washington; that C. Cutler entered into an agreement to build certain houses on the different lots above named for the said corporation, that on Nov. 22, 1890, the said plaintiffs agreed to do certain work for said defendant Cutler on said houses for the sum of $150. which work was performed but no part of said sum has been paid, that the said plaintiffs have filed a Mechanic's Lien on the said premises as shown by the records of Snohomish County, Washington; that the costs of recording the same is $6.75; that an attorney's fee of $75. is desired for this action, and a foreclosure of the lien on said premises.

Petition for dismissal filed July 22, 1901, by S. Fourtner, who claims to have paid the amount due under the said Lien.

Order of dismissal filed July 22, 1101,

John C. Denney, Judge

Sheet No. 67

Inst. No. 47 Office No. 169.

In the Superior Court of the State of Washington in and for the County of Snohomish.

Edmonds Water Company, a corporation, Petitioner.	Lis Pendens.
	Dated June 5, 1901.
-vs-	Filed June 6, 1901, 2.15 P.M.
Edmonds Land & Improvement Company, a corporation, Respondents.	Vol. 3 Lis Pendens, page 166.

The object of this action is to condemn and appropriate a right of way 10 feet wide being 5 feet on each side of the center line of the pipe line of said petitioner as the same is now located and constructed over and across and upon Blocks 86 and 87 of the Plat of the town of Edmonds.

Sheet No. 68

Inst. No. 7

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

Edmonds Water Company, a corporation,
Plaintiff.

Vs. No. 5356.

Edmonds Land & Improvement Company,
a corporation, Defendant.

Petition for appropriation of raight of way and certain water appropriation, filed June 6, 1901, said right of way is to be 10 feet wide over and across Blocks 86 and 87 of the plat of the town of Edmonds, as said right of way is now located and constructed over and across said Blocks, further states that the plaintiff is a corporation authorised to furnish water to the City of Edmonds for domstic use and that defendant is a corporation under the laws of the state of Washington. Prays for appropriation of said lands for said use.

Affidavit of F. H. Brownell, filed June 22, 1901, dtates that no officer of agent ofsaid efendant can be found in the State.

Order continuing said case, filed July 6, 1901 continues to Sept. 1901.

Stipulation that the foregoing order may be made, filed July 5, 1901.

Sheet No. 69

5356. 2.

Stipulation for continuance, filed Aug. 10, 1901.

Affidavie of publication of summons, filed Sept. 9, 1901 made by James Logie, publisher of the Everett News, a weeklu newspaper printed in said County and State; that the annexed printed notice naming thesiad plaintiff saiddefendant, said tract of land was published for theree weeks, commencing June 27, 1901, ending July 6, 1901.

Notice of calling case for hearing on Sept. 9, 1901, filed Sept. 18, 1901.

Order filed Sept. 18, 1901, grants the said petition after careful investigation of the same, and condemns and appropriates a tract of land described as follows, a right of way 10 feet in width beinf 5 feet on each side of the center line of the pipe line of said petitioner, as the same is now located and constructed over, across and upon Blocks 86 and 87 of the plat of Edmonds, in Snohomish County, Washington, and further orders that a jury be enpanneled to fix the amount of damages at the Oct. term in 1901. John C.Denney, Judge.

Stipulation for trial by jury, filed Sept. 30, 1901.

Order setting time for trial filed - -

Notice to set trial, filed Sept. 11, 1902.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, FOR SNOHOMISH COUNTY.

American Savings & Loan Association,)
Plaintiff,)
-vs-) No. 1894.
Edmonds Land & Improvement Company.)
Defendant.)

COMPLAINT: Filed Sept. 8, 1888; Plaintiff complains and alleges:

I.

That it is now and was at the times hereinafter mentioned a mutual building and Loan association duly organized under and by virtue of the laws of the State of Minnesota and doing business prior to July 26, 1892, under the corporate name and style of American Building & Loan Association on which said date the corporate name of the association was by a majority vote of the stockholders changed to American Savings & Loan Association.

II.

That defendant is a corporation duly organized under and by virtue of the laws of the State of Washington, and duly authorized to do business in this State.

III.

That, to-wit: On the 23rd day of August, 1890, the defendant, The

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Edmonds Land & Improvement Company, subscribed for and became the owner of ten shares of stock of the plaintiff Association, and that a certificate of stock numbered 46361 was duly issued to it and dated June 15, 1890, where in and whereby, it agreed to pay to the plaintiff Association at its Home Office in Minneapolis, Minnesota, the sum of sixty cents on each and every share, on or before the 15th day of ----- each and every month thereafter, and until said stock should become fully matured and of the value of $100. per share.

IV.

That on or about the 23 day of August, 1890, the said Edmonds Land & Improvement Company made application to the plaintiff Association for an advancement of Five hundred Dollars, by way of anticipation of the value of its 10 shares of said stock at their maturity and in accordance with the By-laws of plaintiff Association, bid the sum of Five hundred Dollars as and for a premium for the privilege of obtaining such advancement, which application and bid were addopted and approved by the plaintiff's Board of Directors, and the advancement applied for as aforesaid, was duly made.

V.

That, to-wit: On the 15 day of September, 1890, in order to secure the continued payment of the monthly dues as they should become due on said 10 shares of stock, said Edmonds Land & Improvement Company for and in consideration of the advancement aforesaid, made, executed and delivered to this plaintiff, at its Home Office in the City of Minneapolis, Minnesota, their certain bond in writing, a copy of which

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is hereby annexed, marked "Exhibit A " and made a part hereof, whereby they acknowledged themselves to be firmly bound unto the plaintiff Association in the sum of One Thousand Dollars, for the payment whereof well and truly to be made, they bound themselves jointly and severally.

VI.

That it was stipulated in said bond that if the said defendant should pay or cause to be paid unto the plaintiff Association at its Home Office in the City of Minneapolis, State of Minnesota, on or before nine years from the date thereof, the sum of One Thousand Dollars being the amount of said advancement and premium bid and interest on Five hundred Dollars, being the amount actually advanced, at the rate of six per cent per annum, payable monthly; or if they should pay or cause to be paid to the plaintiff Association at its Home Office as aforesaid, the sum of six Dollars on the 15th day of each and every month thereafter, as and for monthly dues on the said ten shares of stock and shouldpay all installments of interest as aforesaid and all fines which should be charged against said stock until said stock should become fully matured and of the value of $100. per share and should then surrender said stock to said Association to be cancelled, then the obligation should become null and void, but otherwise to remain in full force and effect.

VII.

That it was further provided by the terms of said bond that if at any time default should be made in the payment of the monthly installments of interest or dues for a period of sixty days after the same or any part thereof, should become due, or if the taxes and assessments

levied on the property mortgaged, to secure the faithful performance of the condition of said bond, be not paid when due, or if the insurance on said mortgaged property be allowed to expire without renewal then in any or either of such cases, the whole principal sum aforesaid should at the election of said Association, become due and payable at once, and that the sum of Six hundred & forty eight Dollars, less whatever sum shall have been paid to plaintiff as and for the monthly dues on said ten shares of stock at the time of said default, might be enforced and recovered as liquidated damages together with and in addition to all interest and fines and all costs and disbursements including taxes, assessments and insurance which shall have been paid by the plaintiff Association.

VIII.

That, to-wit: On the 15th day of September the said defendant, Edmonds Land & Improvement Company, for and in consideration of the advancement aforesaid, and for the purpose of securing the faithful performance of the conditions of the bond aforesaid, made, executed and delivered, to the plaintiff at its Home Office in the City of Minneapolis Minnesota, their certain deed of mortgage in writing, a copy of which marked "Exhibit B" is hereto attached and made a part hereof, whereby they did grant, bargain, sell, convey and confirm unto the American Building & Loan Association, the plaintiff herein, all the following described real estate situated and being in the County of Snohomish and State of Washington viz.

(For description see mortgage.)

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IX.

That the said conveyance was to become void only on the faithful performance of the conditions of said bond.

X.

That it was stipulated and agreed by the terms of said mortgage that should default be made in the payment of the monthly installments of interest, or dues, for a period of 60 days after the same should become due, or should default be made in the payment of taxes, assessments or insurance when due, then the whole principal sum or sums so named in said bond should immediately become due and payable at plaintiff's election, and that foreclosure proceedings might be commenced without notice of such election.

XI.

That it was further stipulated in said mortgage that in case of foreclosure the plaintiff should be entitled to recover of the defendant the further sum of Twenty-five Dollars as and for an Attorney's fee to be enforced and collected in the same manner as the principal sum secured thereby.

XII.

That said mortgage was duly executed in the presence of two witnesses, who subscribed their names thereto.

XIII.

That the execution of said mortgage was duly acknowledged and certified for record, and on the 17th day of October 1890, was duly filed in the Office of the Register of Deeds in and for the County of Snohomish and State of Washington, where the same now appears of record on page 216 of book 10 of Mortgages.

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XIV.

That among other things it is provided by the By-laws of the plaintiff Association of which this defendant, The Edmonds Land & Improvement Company, was and is a member, and that should any member neglect to pay the monthly installments of dues when they should become due, the stock of such member should be chargeable with fines for such delinquent payments at the rate of ten per cent per share for each and every month the payments may be in arrears.

XV.

That default has been made in the performance of the conditions of said bons in this: That defendant has not paid the monthly installments of dues which become due and payable on the said Ten shares of stock on the 15th day of April, 1892, and on the 15 day of each and every subsequent month; that defendant has not paid the monthly installments of interest which became due on the 15 day of April, 1892, and on the 15 day of each and every subsequent month; that defendant has not paid the fines accruing on said ten shares of stock by reason of the delinquent payments aforesaid that the taxes and assessments levied on said mortgaged property have not been paid according to the terms and conditions of said bond and mortgage; that defendants have neglected and refused to keep said property insured according to the terms of said bond and mortgage.

XVI.

That more than six months have elapsed since the first monthly installment of dues and interest, now in arrears, became due and payable, and the plaintiff elects to declare the whole principal sum named in said bond and mortgage to be due and payable at once.

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XVII.

No. 1894------7.

That defendant has paid as and for the monthly dues on said 10 shares of stock the sum of one hundred & twenty six Dollars and now more and has failed to pay the taxes amounting to the sum of $----.

XVIII.

That by reason of defendant's default in securing insurance on the mortgaged property the Plaintiff secured such insurance at an actual and necessary expense of Seven and 50/100 Dollars which said sum was paid by the plaintiff April 29, 1891, and the sum of Seven 50/100 dollars paid about April 29, -92, and the sum of Seven 50/100 Dollars paid about April 29, 1893, all for insurance.

XIX.

That plaintiff is now the owner and holder of said bond and mortgage and that no action by law has been commenced to enforce the collection thereof.

XX.

That there is now justly due and owing plaintiff on said bond and mortgage the sum of Five hundred forty four 50/100 Dollars ($544.50) with interest on Five hundred Dollars at the rate of six per cent per annum, from the 15th day of March 1892, and fines at the rate of one Dollar per month from the 15th day of March 1892, and taxes to the amount of $6.60.

WHEREFORE, Plaintiff demands judgment against the defendant, The Edmonds Land & Improvement Company, for the sum of Five hundred twenty nine & 50/100 Dollars with interest on $500. at the rate of six per cent per annum, from the 15th day of March, 1892, and for fines at the rate of one dollar per month from the 15th day of March, 1892, besides costs and disbursements and also an attorney's fee of Twenty-five Dollars as

stipulated in said mortgage.

Plaintiff further respectfully asks that it be ordered, adjudged and decreed that the defendant, The Edmonds Land & Improvement Company, be barred and forever foreclosed of their equity of redemption from said mortgage and that an execution do issue herein and that the said mortgaged premises or so mush thereof, as shall be necessary, be sold and the proceeds applied to the payment of the plaintiff's said debt, and that the said certificate of stock be ordered to be delivered to the plaintiff for cancellation, and that said shares be declared cancelled and for such other and further relief as to a Court of Equity shall seem just and equitable.

C. H. Gert.
Attorney for Plaintiff.

(Here follows copy of mortgage in the sum of $1000. describing lands as follows, to-wit: Lots 27 and 28 in Block 87 in the City of Edmonds; signed by The Edmonds Land & Improvement Co. By Galen H. Coon, Vice Pres. W. P. Kingston, Secretary.)

(Here follws copy of note in the sum of $1000.)

(Properly verified).

ANSWER: Filed Sept. 9, 1893.

MOTION: Filed Sept. 9, 1893.

BOND: Filed Sept. 9, 1893; (In the sum of $1000.)

MORTGAGE: Filed Sept. 9, 1893; (Describes the following lands, to-wit: Lots 27 and 28 of Block 87 in the City of Edmonds, in the sum of $1000., signed by The Edmonds Land & Improvement Co.)

78 PRAECIPE FOR ORDER OF SALE: Filed Sept. 11, 1894.

No. 1894------9.

AFFIDAVIT OF PUBLICATION: Filed Oct. 22, 1894;

State of Washington)
ss
County of Snohomish)

Chas. Morath being sworn, says that he is one of the printers and publishers of The Democrat, a weekly newspaper printed and published at Snohomish, in Snohomish County, Washington, that it is a newspaper of general circulation in said County and State, and that the annexed Notice of Sale was published in said newspaper proper, and not in supplement form, and is a true copy of the original notice as it was published in the regular and entire issue of said paper for a period of 5 consecutive weeks, commencing on the 20th day of Sept. 1894, and ending on the 18th day of Oct. 1894, and that said newspaper was regularly distributed to its subscribers during all of said period.

Chas. Morath.

Subscribed and sworn to before me this 19 day of Oct. 1894.

J. V. Bowen.

Notary Public in and for State of Washington, residing at Snohomish, Wash.

SHERIFF'S SALE OF REAL ESTATE.

State of Washington)
ss
County of Snohomish)

By virtue of an order of sale issued out of the Superior Court of the State of Washington, and for the County of Snohomish, holding terms at Snohomish City, in said County, and to me directed and delivered, for a judgment rendered in said Court on the 9th day of September A. D. 1893, in favor of American Savings and

No. 1894-----10.

Loan Association, plaintiff, and against the Edmonds Land and Improvement Company, defendant, for the sum of 643.15, with interest at 8 per cent per annum from said 9th day of September A. D. 1893, until paid, and $47. cost of suit, I have levied upon the following described real estate, to-wit:

Lots numbered twenty-seven (27) and twenty-eight (28) in block eighty-seven (87) in the city of Edmonds, Snohomish county, Washington according to the plat thereof, recorded in the auditor's office of said county.

Notice ishereby given that on Saturday the 20th day of October A. D. 1894, at 2 o'clock p.m. of said day at the Court house door in the City of Snohomish in said County of Snohomish, I will sell all the right, title and interest of the said Edmonds Land and Improvement Co. defendant, in and to the above described real estate at public auction, to the highest and best bidder, for cash to satisfy said judgment and all costs.

Given under my hand, this 17th day of September, 1894.

James Hagan.

Sheriff of Snohomish County, Washington.

By Dan Currie, Deputy.

C. H. Gest, Attorney for Plaintiff.

First publication September 20, 1894.

ORDER OF SALE AND SHERIFF'S RETURN THEREON: Filed Oct. 22, 1894; (Recites that the said sheriff received the annexed Order of Sale on Sept. 12, 1894 and on Sept. 17, 1894, levied on all right, title and interest of the defendant in the following described real estate, to-

No. 1894-----11.

wit: Lots 27 and 28 in Block 87 in the City of Edmonds, and after public notice by printing and posting sold at public auction on Oct. 20, 1894, the above described premises for the sum of $763.01 to the American Savings & Loan Association and issued a certificate of purchase as required by law, they being the highest and best bidder for said premises.)

DECREE: Filed Sept. 11, 1894; This causehas this day been regularly brought on to be heard upon the complaint and answer filed herein and upon motion of the plaintiffs attorneys herein for judgment upon the pleadings herein, and the Court having heard the proofs necessary to enable it render judgment therein, and it appearing to the Court; (that all the allegations contained in said complaint are true).

NOW, THEREFORE, On motion of the counsel for the plaintiff, it is hereby ordered, adjudged and decreed:

I.

That the Plaintiff have and recover of the defendant Corporation the sum of Six hundred and fifty three 15/100 Dollars and its costs and disbursements in this action expended.

II.

That all and singular the mortgaged premises mentioned in the said complaint an hereinafter described, or so much thereof as may be sufficient to raise the amount due to the plaintiff for the principle and interest, and costs in the suit and expenses of sale and which may be sold separately and without material injury to the parties interested, be sold at public auction, by or under the direction of the sheriff of Snohomish County, where said mortgaged premises and situated; that

said sale be made in the city of Snohomish in said conty; that the said sheriff give notice of the time and place of said sale, according to the course andpractice of the law relating to the sale of real estate under execution; and that the plaintiff or any of the parties to this suit may become the purchasers of the premises under said sale and that the sheriff after the time allowed by law for the redemption has expired, execute a deed to the purchaser or purchasers of the mortgaged premises on said sale.

III.

That the said sheriff out of the proceeds of said sale retain his fees and disbursements and commission on said sale, and pay to the plaintiff or his attorney, out of said proceeds his costs taxe at Twenty Two Dollars, and the sum of twenty five Dollars fixed by the said Court and allowed by the said mortgage as counsel fees for the foreclosure of the said mortgage with interest thereon fre__ this date, at the rate of 8 per cent per annum, and also the amount so found due as aforesaid to the plaintiff, with interest thereon at the rate of 8 per cent per annum from the date of this decree, or so much thereof as the said preoceeds of sale will pay the same.

IV.

That the defendant Corporation and all persons claiming or to claim, from or under them, and al_ persons having leins subsequent to said mortgage by judgment or decree upon the land described in the said mortgage, and their personal representatives and all persons having any claim by or under such subsequent judgment or decree, and their heirs or personal representatives and al persons claiming to have ac-

quired any estate or interest in said premises subsequent to the rendering of that decree, be forever barred and forclosed, of and from all equity of redemption and claim of, in an and to sid mortgaged premises, and every parrt and parcel thereof, from and after the delivery of said sheriff's deed.

V.

And it is further adjudged and decreed that the urchaser or purchasers of said mortgaged premises at such sale be let into possession there of, and that any of the parties who may be in the possession of the said premises, or any part thereof, and any er son who since the commencement of this action has come in to the possession under them or either of them, deliver possession thereof to such purchaser or purchasers on production of the Sheriff's deed for such premises, or any part thereof.

VI.

And it is further adjudged and decreed if the monies arising from said sale shall be insufficient topay the amount so found due to the plaintiff as above stated, with the interest and costs and expenses as above stated the sheriff shall specify the amount of such deficiency and balance due the plaintiff in his return of said sale, and that, on the coming in of said return, a judgment of this Court shall be docketed against the defendant, The Edmonds Land & Improvement Company who are personally liable for the payment of the debt secured by the said mortgage, and who shall pay to the said plaintiff the amount of such deficiency and judgment, with interest thereon at the rate of (8) eight per cent per annum, from the date of the last mentioned return and judgment, and that, the plaintiff have execution therefor.

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No. 1894-----14.

The description and particular boundaries of the property authorized to be sold under and by virtue of this decree, so far as the same can be ascertained from the mortgage referred to, or the complaint in this actionlare as follows, to-wit: Lots numbered twenty-seven (27) and twenty eight (28) in Block Eighty-seven (87) in the City of Edmonds, Snohomish County, Washington, according to the plat thereof on file in the recorder's office at Snohomish, Wash.

Together with the appurtenances thereunto belonging or in any wise appertaining. That the certificate of stock of the defendant be and the same is hereby decreed and adjudged canceled, and if still in the possession of the defendant corporation, be surrendered up for cancellation to the plaintiff.

Done in open Court this day of 9th day of September 1893.

John C. Denney, Judge.

ORDER CONFIRMING SHERIFF'S SALE: Filed Nov. 3, 1894; Now on this 3rd day of Nov. 1894, came on regularly to be heard the motion of the above named plaintiff, American Savings and Loan Association, for an order of this Court confirming the sale of the Sheriff of Snohomish County, State of Washington, made in this cause on the 20th day of October, 1894, and it satisfactorily appearing to the Court that execution and an order of sale was duly and regularly issued herein on September 11th, 1894, containing the description of property hereinafter set out fully, directed to the Sheriff of Snohomish County, State of Washington, and that said writ of execution was duly served by said Sheriff by levying upon all the wright, title and interest of the defendant in said writ of execution andorder of sale named in and to the following property, to-wit:

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No. 1894----15.

Lots numbered Twenty-seven (27)and Twenty-eight (28) in Block Eighty-seven in the City of Edmonds, Snohomish County, Washington, according to the plat thereof recorded in the Auditor's office of said County. Situated in the County of Snohomish, Washington, together with the appurtenances thereunto belonging or in any wise appertaining, by filing a copy of said writ, together with a description of said property with the Auditor of said Snohomish County; and it further appearing that under and by vertue of said writ of execution and order of sale said Sheriff duly advertised and foregoing property to be sold by him at the Court house in Snohomish County, Washington, on October, the 20th , 1894, at 2 o'clock P.M. that is to say, that previous to said sale, the said Sheriff caused due and legal notice of the aforessid particularly described property, to be published once each week for four weeks successively and consecutively before said sale in The Democrat, a newspaper published weekly in Snohomish, Washington, and caused said notice to be in three of the most public places of said Snohomish County the place of location of said property, for the same period proceeding such sale, in each case particularly describing the property and as hereinbefore described; and that on the 20th day of October 1894, the day on which said premises were so advertised to be sold, as aforesaid, the Sheriff attended at the time and place fixed for said sale and did duly, regularly and legally proclaim and expose for sale the premises hereinbefore described in one parcel, which was the most advantageous manner and thereupon the plaintiff, American Savings and Loan Association, having made the only and highest bid, to-wit: the sum of $763.01 dollars the said and hereinbefore She

No. 1894-----16.

described property was then struck off and sold to said plaintiff, and that said Sheriff did duly and regularly return the money so has asafore-said with his execution and order of sale and his doings thereon to the Clerk of this Court on the 22 day of Oct. 1894; and it further appearing to the Court that the legal time for filing objections or exceptions to said sale have expired and that no objections or exceptions to said sale have been filed and that said sale was in all respects duly and legally made.

Now, upon motion of Fay & Gert, plaintiffs attorneys it is by the Court considered and ordered that the said Sheriff's sale in this cause, to-wit: of the property described as follows:

Lots numbered Twenty-seven (27) and Twenty-eight (28) in Block Eighty-seven (87) in the City of Edmonds, Snohomish County, Washington according to the plat thereof recorded in the Auditor's office of said county, situated in Snohomish County, Washington, together with the appurtenances thereunto belonging or in any wise appertaining, be and the same is hereby confirmed and approved by the Court in all respects. Dated Nov. 3rd, 1894, in open Court at Snohomish, Washington.

John C. Denney, Judge.

Inst. No. 50 Office No. 145.

American Savings & Loan Association. Order of Sale.

Vs. Eiled Sept. 17, 1894, 8.44 a m.

The Edmonds Land & Improvement Vol. 2 Writs of Att. page 51.

Company.

The amount of this order of sale is $643.15 with interest and costs, and affects lands in Snohomish County, Washington, described as:

Lots 27 and 28 in Block 87 of the City of Edmonds.

Sheet No. 87

Inst. No. 51 Office No. 231.

James Hagan as Sheriff of Snohomish County, Washington. to American Savings and Loan Association. ---------

Sheriff's Deed.
Dated Oct. 29, 1895.
Filed Oct. 30, 1895, 9.15 a.m
Vol. 38 Deeds, page 456.
Con. $763.01.

Recites that by virtue of an order of saleissued out of the Superior Court of Snohomish County, Washington, in the action of American Savings and Loan Association, plaintiff, vs. Edmonds Land & Improvement Company, defendant, attested Sept. 9, 1893, directed and delivered to the then sheriff commanding him to sell the hereinafter described property at public auction according to law, to satisfy said judgment, and

Whereas in pursuance of said order of sale said sheriff did levy on and on Oct. 14, 1894, at 2 o'clock P.M. at the Court House door in said County did sell the said property at public auction according to law after due and legal notice, to second party, herein, who was the highest and best bidder therefor for the sum of $763.01 the whole price paid therefor, and

Whereas the said Court on Nov. 3, 1894, confirmed said sale, and

Whereas the time allowed by law for the redemption of said property has expired without such redemption having been made,

Now, therefore, first party, in pursuance of the said order of sale and the statute in such cases made and provided, and in consideration of the payment of said sum of money, the receipt of which

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38 Deeds, 231 -- 2.

is hereby acknowledged, grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, the lands in said order of sale described as:-

Lots 27 and 28 in Block 87 of the City of Edmonds, situated in Snohomish County, State of Washington.

Ack. Oct. 29, 1895, before W. S. Ferguson, Notary Public in and for Washington, residing at Snohomish, by said sheriff as his official act. (Seal, Com. Ex. Feb. 25, 1899.)

Appended is the certificate of the Clerk of said Court to the effect that on Oct. 30, 1895, he entered the foregoing deed in his book of levies of real estate where the foregoing described real estate is described and recorded.

(Seal of Superior Court).

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Inst. No. 52 Office No. 187.

American Savings & Loan Association, a corporation, by Jas. H. Bishop, Pres. Thos. E. Bishop, Secretary.

To

William D. Hale, as Receiver of American Savings and Loan Association.

Warranty Deed.

Dated June 27, 1896.

Filed July 14, 1896, 1 p m.

Vol. 41 Deeds, page 306.

Con. $1.

Recites that whereas on Jan. 14, 1896, the State of Minnesota on relation of H. W. Childs, Attorney General of said State as plaintiff brought an action against the said association as defendant in the District Court of Hennepin County, Minnesota to obtain the appointment of a receiver to take charge of the property and effects of said association, and to manage and administer the affairs under direction of the Court, and in said action said Court on said last mentioned day appointed said second party temporary receiver as prayed for therein, and

Whereas said defendant in said action demurred to the amended complaint therein and said demurrer was overruled by said Court by order dated Mch. 31, 1896, and said defendant thereafter appealed to the Supreme Court of the state of Minnesota from said order overruling said demurrer and said supreme Court on May 8, 1896, filed its decision afirming the order of said District Court in overuling said demurrer, and

Whereas said association was thereafter advised by its counsel that the said decision of said Court had in affect determined the questions arising under said amended complaint, and that further litigatio would be unavailing, and

Whereas it being apparent to said association that in the ordinary course of business its stock could not be matured or retired with profit to its shareholders and that the best interest of the shareholders and stockholders of said association required that the affairs of said association should be managed by a receiver, and said association wound up, said association did on June 18, 1896 appear in open Court in said action and admit its condition to be as above stated, did consent to the entry of an order therein appointing said William D. Hale, receiver as permenant receiver of said association and directing said association its officers and gents to execute to

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said William D. Hale such assignments, transfers and deeds of the property of said association as would vest in said William D. Hale a complete and perfect title thereto and directed judgment to be entered accordingly in said action, and

Whereas said Distrcit Court thereupon made and filed such order in said Action and on June 18, 1896, judgment was duly rendered pursuant to said order in said action appointing said William D. Hale receiver of said association and authorised him to manage and administer all the affairs of said association and directing the officers and directors of said association to execute to said William D. Hale such assignment, transfers and deeds, and

Whereas on June 25, 1896 the Board of Directors of said Association duly adopted the following resolution, to wit:
Be it resolved by the Board of Directors of the American Savings & Loan Association of the City of Minneapolis, Minn., that said association execute to William D. Hale of said city of Minneapolis, as receiver of said American Savings & Loan Association such assignments, transfers and deeds of property as may hereinafter be desrired by said receiver for further assurance or confirmation of his title thereto, and that Jas. H. Bishop, the President, and Thos. E. Bishop, the Secretary of said Association, be and they are hereby authorised to execute and deliver to said William D. Hale, as Receiver, all such assignments, transfers, deeds of the property of said Association.

Now, therefore, first party in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, grants, bargains, sells, and conveys unto second party, successors and assigns, lands in Snohomish County, Washington, described as:

Lots 27 and 28 of Block 87 in the original Plat of Edmonds.

(and other lands)

Covenants of general warranty.

In witness whereof the said party of the first part has caused its name to be signed and its corporate seal to be hereunto affixed by its President and Secretary thereunto duly authorised.
(Corporate Seal)

Ack. June 27, 1896, before E. M. Van Cleve, a Notary Public in and for Henrepin County, Minn, by said officers. (Seal, Com. Ex. Aug. 1, 1900)

Inst. No. 53 Office No. 184.

William D. Hale as Receiver -- Deed.
of American Savings and Loan Dated Jan. 3, 1899.
Association. Filed Feb. 23, 1899, 4.10 P.M
to Vol. 48 Deeds, page 396.
Alice Carney. Con. $125.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:-

Lots 27 and 28 of Block 87 City of Edmonds. Said premises being conveyed according to an order of the District Court of Hennepin County, Minnesota, dated Jan. 3, 18999.

Covenants of general warranty under said Court orders only.

Ack. Jan. 3, 1899, before C. H. VanCampen, Notary Public in and for Hennepin County, Minnesota, by said Receiver for said corporation, as its act.

(S e a l).

Rev. Can. 50¢.

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Inst. No. 54 Office No. 221.

In the District Court of the 4th Judicial District of the State of Minnesota in and for Hennepin County.

In the Matter of the Receivership of The American Savings and Loan Association, Wm. D. Hale, Receiver.

Order.
Dated Jan. 3, 1899.
Filed Feb. 8, 1899, 8.41 A.M.
Vol. 48 Deeds, page 373.

Recites that upon reading the petition of said receiver of said Association attached hereto and the court being fully advised in the premises and believing it to be for the best interest of all shareholders of said insolvent estate and all concerned therein that said petition should be granted.

It is therefore hereby ordered that said receiver of said Association be and he is hereby ordered, authorized and directed to convey to Alice Carney for and in consideration of $125. payable at the time and in the manner as hereinafter described premises situated in Snohomish County, Washington, to-wit:

Lots 27 and 28 in Block 87 in the City of Edmonds, said sum of money to be paid as follows: Cash $75. and $50. in one year with interest thereon at 7% secured by mortgage upon said described premises.

By the Court, Ch. B. Elliott, Judge.

Appended to the foregoing is the certificate of the Clerk of the aforesaid court to the effect that the foregoing orders has been compared by him with the order of record in the Clerk's office of said County and State, at the court house of said county and state and that the same is a true and correct copy thereof, and the whole thereof.

93 (Seal of court.) Rev. Can. 10¢

Inst. No. 55 Office No. 172.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRACT,
STATE OF MINNESOTA, COUNTY OF HENNEPIN.

In the Matter of the Receivership of the American Savings & Loan Association, William D. Hale, Receiver.

Order directing Sale of Assets.
Dated May 5, 1899.
Filed July 28, 1899, 8.20 a
Vol. 49, Deeds, page 194.

Recites that the matter of the sale of the assets of the American Savings & Loan Association, insolvent, came regularly on for hearing at the special term of this court held at the Court house at the city of Minneapolis, on Saturday Mch. 18, 1899, at 9 o'clock in the forenoon, pursuant to the following order heretofore duly made and filed of record:

" It is ordered: That William D. Hale, receiver of said American Savings & Loan Association, receive bids on any and all of the real estate belonging to said insolvent corporation and report the same to this court at a special term to be held on and at the courthouse in the city of Minneapolis Saturday Mch. 18, 1899, at 9 o'clock in the forenoon of said day, and at such time and place any and all persons interested in said estate appear an show cause, if any they have, why any and all of said bids so received should not be accepted, and why the claims against said association on account of stock in the same should not be received in payment for such real estate on the basis of 25% of the face of such claims as allowed by the receiver and reported to this court, less any cash dividends paid thereon.

Said matter being on said day and thereafter regularly continued, came up regularly for hearing on Thursday April 20, 1899, the receiver of said insolvent association being present in person and represented by his counsel Hay & Van Campen, the firm of Cobe & McKinnon of Chicago, being present through Mr. Cobe and represented by their Counsel Russell, Gray & Jamison, the Western Realty and Investment Company being present by Mr. Schutt and Mr. Halliday and represented by their counsel C. S. Jelly, Esq. a syndicate composed of Mr. Waldo, Mr. Stone and others being present and being represented by their Counsel J. O. P. Wheelwright, and Freeman P. Lane and Mathew Gallagher, appearing fro certain claimaints, W. S. Dwinnell appearing for himself and as a bidder for the property, and certain other persons appearing as bidders for cottain of the specified parcels of property and it appearing to the satisfaction of the Court that the bid of the firm of Cobe & McKinnon, of Chicago, of $123,025 for certain of the assets of said insolvent association hereinafter described, was the highest and best bid made for said assets.

Thatsaid assets of said insolvent association covered by the bid of said Cobe & McKinnon of $123,025. were as follows, to wit:

Lots 29 and 30 of Block 87 of Edmonds

(and other lands)

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Also mortgage upon the following described premises, given to said receiver by the parties hereinafter named -mtg. dated Jan.3,1899, given by Alice Carney & Husband on Lots 27 & 28 Blk.87 City of Edmonds.

The court finds that it is to the best interest of said insolvent association and all parties concerned that the bid of said Cobe & McKinnon be accepted:

It is therefore, hereby ordered, that the receiver be and he is hereby authorized and directed to accept the said bid of said Cobe and McKinnon, and to make sale to said Cobe & McKinnon in the manner hereinafter described of all of these estes embraced in the said bid of said Coke & McKinnon herein before set out and described:

The said receiver is therefore her by ordered and directed upon the receipt of the consideration of $123,025. from said Cobe & McKinnon within thirty days from the date of the filing of this order to execute and deliver to said Cobe & McKinnon or to such persons as they shall designate in writing a good and sufficient special warranty deed of all of said real estate and shall further transfer and set over and convey by proper instruments all of the mortgages herein before set out and described, and their sale state under contract of sale together with the proper assignments of contracts.

The said Cobe & McKinnon in order to complete said bid is hereby required to pay to said receiver said sum of $123,025. on or before 35 days from the date of the filing of this order upon delivery to them of the proper instruments conveying to the said Cobe & McKinnon such title as the receiver has to said hereinbefore described assets; said Cobe & McKinnon to take said hereinbefore described property and each and every piece and parcel thereof with such title as said receiver has thereto, except that the taxes thereon for the year 1898 and previous years are to be paid by said receiver, and all attorneys lien if any therebe upon said property are to be paid by said receiver.

Said receiver is further ordered and directed to and at the same time as the transfer of said property and the payment of said sum of money by said Cobe & McKinnon to deliver to said Cobe & McKinnon such abstracts of title to said property as he may have and to assign and transfer and set over to said Cobe & McKinnon all insurance policies now in force upon such property or any of the various pieces thereof.

Pending the final payment by said Cobe & McKinnon, as hereinbefore set out the receiver shall have full authority to make sales of the various pieces of property hereinbefore described as embraced in the bid of said Cobe & McKinnon at a price that is satisfactory to said receiver and to said Cobe & McKinnon, and to execute deeds therefor, such receiver to retain in his possession the proceeds of said sales, if any, the same to be credited to said Cobe & McKinnon on account of their said bid in event that all the terms and conditions of said bid and this order shall be carried out by said Cobe & McKinnon.

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It is further ordered that until full payment of the purchase money by said Cobe & McKinnon said receiver shall retain the title to all the property embraced in said bid as hereinbefore described free and clear from any and all claims by them made, except such piece as may be sold pursuant to this order the proceeds of all sales to remain in the possession of said receiver, and that in the event of the failure of said Cobe & McKinnon to carry out the terms thereof, they shall forfeit to said receiver the amount deposited by them, to wit; $4600.

By the Court, Charles B. Elliott, Judge.

Appended is the certificate of the clerk of said Court to the affect that the foregoing is a true and correct copy of the original order in said matter as of record in his office.

Dated June 1, 1899. (Seal of said Court)

Signed, C. N. Dickey, Clerk of the Dist. Ct. Hennepin Co.

Appended is the certificate of of the Judge of said Court to the effect that said said C. N. Dickey is the clerk of said Court and custodian of the files and records and that his official acts are entitled to full credit and that his signature to the foregoing is genuine.

Dated June 1, 1899.

Signed, Charles B. Elliott, Presiding Judge.

Appended is the certificate of the Clerk of said Court to the affect that the foregoing named Charles B. Elliott subscribed to the foregoing certificate was at the time the duly elected and qualified and acting Judge of said Court and that his official acts are entitled to full faith and credit and that the signature to the foregoing is genuine.

Dated June 1, 1899.

Signed, C. N. Dickey, Clerk.

(Seal of the District Court, Hennepin County, Minn.)

Revenue cancelled 50¢.

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Inst. No. 55 Office No. 257.

American Savings & Loan Association, a corporation, by Jas. H. Bishop President, Thomas E. Bishop, Secy.

To

William D. Hale, as Receiver of American Savings and Loan Association, a corporation.

Assignment of Mortgages.
Dated June 27, 1897.
Filed June 22, 1897, 1.34 pM
Vol. 32 Mtgs. page 397.
Con. $1.

Recites that whereas on June 18, 1896, in an action then pending in the District Court of the 4th Judicial District within and for the County of Hennepin and State of Minnesota wherein the state of Minnesota ex rel H. W. Childs, Attorney General of said State was plaintiff and the American Savings & Loan Association, et. al, were defendants William D. Hale was by said Court duly appointed the permenant receiver ofsaid association and whereas on June 25, 1896 the Board of Directors of said Association duly adopted the following resolution: " Be it resolved by the Board of Directors of the American Savings & Loan Association of the City of Minneapolis, Minn. that said Association execute to William D. Hale of said city of Minneapolis as receiver of the said American Savings & Loan Association such assignments and transfers and deeds of the property of said Association as will vest in saidWilliam D. Hale a complete and perfect title thereto, and such other assignments, transfers and deeds of said property as may be hereafter desired by said receiver for further assurance and confirmation of his title thereto, and that

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James H. Bishop the President, and Thos. E. Bishop the Secretary of said Association, be and they are hereby authorized and diected to execute, acknowledge and deliver to the said William D. Hale as receiver as aforesaid all such assignments, transfers and deeds of the property of said Association.

Now, therefore, first party, in consideration of the sum of $1. does by these presents sell, assign, transfer and set over unto second party, his successors andassigns, all the real estate mortgages of which said associatio is or of which it appears of record to be the owner and which cover lands in Snohomish County, Washington, and the notes and obligations therein mentioned and all money secured thereby. "

In witness whereof the said party of the first part has caused its name to be signed and its corporate seal to be hereunto affixed the day and year last above written.

(No corporate Seal shown of record)

Ack. June 27, 1896, before E. M. Van Cleve a Notary Public in and for Hennepin County, Minn. by said officers as act and deed of said corporation.

(Seal, Com.Ex. Aug. 1, 1900.)

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Inst. No. 56 Office No. 49.

Alice Carney and Daniel Carney, her husband.
to
William D. Hale as Receiver of American Savings and Loan Association.

Mortgage.
Dated Jan. 3, 1899.
Filed Feb. 8, 1899, 8.42 A.M.
Vol. 35 Mtgs. page 15.

Mortgages lands in Snohomish County, Washington, described as:-

Lots 27 and 28 in Block 87 of the City of Edmonds.

This mortgage secures the payment of $50.

Properly executed.

Rev. Can. 10¢.

Sheet No. 94

Inst. No. 57 Office No. 123.

William D. Hale as Receiver of American Savings and Loan Association.

to

Robert Martindale.

Assignment of Mortgage.
Dated June 9, 1899.
Filed Aug. 5, 1899, 1.55 P.M.
Vol. 35 Mtgs. page 218.
Con. $1.

First party assigns unto second party heirs and assigns, that certain mortgage and the unpaid notes executed by Alice Carney and Daniel Carney, bearing date Jan. 3, 1899, recorded in Vol. 35 of mortgages, page 15 and mortgaging lands in Snohomish County, Washington, described as;

Lots 27 and 28 of Block 87 of the City of Edmonds.

(Recites that on May 5, 1899, District Court of Hennipin County Minnesota made and filed an order directing said Receiver to convey all right, title and interest in and to certain lands set out and described in said order including the aforesaid land to Cobe and McKinnon or to such person as they might name in writing and whereas said second party has been so chosen and designated in writing.)

Ack. June 9, 1899, before C. H. Campen, Notary Public in and for Minnesota, Hennipin County, residing at Minneapolis by said Receiver as his act as such Receiver of said Company.

(S e a l).

Sheet No. 108 Rev. Can. 10¢.

Inst. No. 58 Office No. 252.

Robt. Martindale.

to

Alice Carney and Daniel Carney.

Release.

Dated Nov. 16, 1899.

Filed Feb. 13, 1901, 10.52 A.M

Vol. 37 Mtgs. page 490.

Con. $50.

Certifies that a mortgage executed by second party to Wm. D. Hale as Receiver of American Savings and Loan Association (assigned 35 Mortgages, page 218), to secure the payment of $50. dated June 3, 1899 and recorded in Vol. 35 of mortgages on page 15, upon the premises therein described as:-

Lots 27 and 28 in Block 87 of the City of Edmonds, situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

Ack. Nov. 6, 1899, before Theodore Stempfel, Notary Public in and for Marion County, Indiana, residing at Indianapolis.

(S e a l).

Rev. Can. 10¢.

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Inst. No. 59 Office No. 73.

In the Superior Court of the State of Washington, in and for King County.

State of Washington on relation of F. R. Stoneman, Plaintiff.
-vs-
F. W. Peabody, W. P. Kingston, J. F. Pike, D. B. Ward, A. Talbot, C. B. Bagley, E. E. Simpson, E. T. Baldwin, T. E. Bishop, James H. Bishop, Galen H. Coon, Leslie W. Gale, as Administratrix, and the Minneapolis Realty & Investment Company. Defendants.

Lis Pendens. No. 15687.
Dated May 22, 1893,
Filed May 24, 1893, 10.35 A.M.
Vol. 1 L. P. page 66.

The object of this action is to determine all and every claim and estate or interest of said defendants, or either of them, adverse to plaintiff's in lands in Snohomish County, Washington, described as:-

NW¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E., and also NE¼ of NE¼, Sec. 26 Twp. 27 N of R 3 E. W.M., and NW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E W.M., except that portion of same included in the original townsite of Edmonds and except a 5 acre tract deeded by George Brackett to John Anderson, lying in the NE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E. W.M.

Also to include that certain tract of land beginning at NE¼ of Lot 2 in Sec. 24, Twp. 27 N of R 3 E W.M., thence running Southerly 30 rods; thence westerly 80 rods; thence Northerly 30 rods; thence Easterly 80 rods to the place of beginning, containing 15 acres, Also a tract commencing at the North east corner of Lot 6 of Block 14 of original plat of Edmonds, running thence in a Northeasterly direction along the West line of County road to the North line of Lot 2, Sec. 24, Twp. 27 N of R 3 E; thence West to the line of highwater mark of Admiralty Inlet, thence Southwesterly following government meander line to a point 360 feet northeasterly of the intersection of the North line of said Lot 6 in Block 14 and the government meander line; thence easterly to the place of beginning, together with all littoral and riparian rights thereto and all preemption rights to purchase the tide lands in front of said lands.

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Inst. No. 60 Office No. 64.

IN THE CIRCUIT COURT OF THE UNITED STATES, FOR THE DISTRICT OF WASHINGTON, NORTHERN DIVISION, 9th CIRCUIT.

James H. Bishop,	Plaintiff.	Case No. 249.
-vs-		Lis Pendens.
		Filed Mch. 16, 1893, 2.15 p.m.
P. W. Peabody, et al.		Vol. 1 Lis Pendens, page 59.
	Defendants.	

This action involves the title to the property described in an instrument recorded in Vol. 10 of Deeds, page 536 in the records of Snohomish County, Washington.

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Inst. No. 61 Office No. 57.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH COUNTY.

State of Washington, on relation of J. W. Heffner, Prosecuting Attorney for Snohomish County. Plaintiff.

-vs-

F. W. Peabody, W. P. Kingston, J. F. Pike, D. B. Ward, A. Talbot, C. E. Bagley, E. E. Simpson, E. T. Baldwin, F. B. Stoneman, T. E. Bishop, James H. Bishop, and Leslie W. Gale, Administratrix and Galen H. Coon, Defendants.

Lis Pendens. No. 1266.
Filed Nov. 30, 1892, 11.35 a.m.
Vol. 1 Lis Pendens, page 51.

The object of this action to have declared forfeited certain so-called articles of incorporation, known as the Minneapolis Realty and Investment Company on the ground that the said so-called corporation and company has done and omitted things and acts which amount to a forfeiture of their rights as a corporation, and for the purpose of winding up the affairs of said corporation.

Affects lands in Snohomish County, Washington, described as: NE¼ and W½ of SE¼ and E½ of SW¼ and SW¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. also the NE¼ of NE¼ of Sec. 26, NW¼ of SW¼ of Sec 24, Twp. 27 N of R 3 E W.M. excepting that portion included in the original townsite of Edmonds, except further that certain 5 acre tract deeded by George Brackett to John Anderson situated in the NE¼ of SW¼ of Sec. 24, Twp. 27 N of R 3 E. W.M.

Also to include that certain tract of land beginning at the Northeast quarter of Lot 2, Sec. 24, Twp. 27 N of R 3 E. W.M. thence running Southerly 30 rods, thence Westerly 80 rods, thence Northerly 30 rods, thence Easterly 80 rods to the place of beginning containing 15 acres, more or less. Also that certain tract of land commencing at a point 360 feet northeasterly of the Northeast corner of Lot 6 of Block 14 of the original plat of Edmonds, running thence in a Northeasterly direction along the West line of the County road to the North line of Lot 2 in Sec. 24, Twp. 27 N of R 3 E thence West to the line of highwater mark of Admiralty Inlet; thence Southeasterly following the government meander line to a point 360 feet Northeasterly of the North line of said Lot 6 in Block 14 and the Government meander line, thence Easterly to

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the place of beginning, together with all littorial and riparian rights thereto belonging, together with all preemption rights of purchase of tide lands in front of said lands, also the following described tract; beginning at the Northwest corner of Lot 6 of Block 13 in the original townsite of Edmonds, thence Northeasterly along the Northwesterly line of Block 14 to a point 200 feet from the place of beginning, thence Northwesterly on a line parallel with the line of Bell Street to deep water, and to the Harbor line when established, thence Southwesterly on a line parallel with Front Street 200 feet, thence to point of beginning.

Also Lots 1, 2, 3, 4, 5, 6, 35, 36, 37, 38, 39 and 40 all in Block 87, also Lots 35, 36, 37, 38, 39 and 40 of Block 86 and all right, title and interest in and to the N½ of Block 86 all in the City of Edmonds.

Also that certain wharf at Edmonds belonging to the said so-called stockholders of the so-called Minneapolis Realty & Investment Company standing in the name of the so-called Company.

Inst. No. 62

In the Superior Court of the State of Washington in and for Snohomish County.

State of Washington, on relation of J. W. Heffner, the Prosecuting Attorney for the County of Snohomish.
Plaintiff.

Vs. No. 1266.

F. W. Peabody, W. P. Kingston, J. F. Pike, D. B. Ward, A. Talbot, C. B. Bagley, E. E. Simpson, E. T. Baldwin, F. B. Stoneman, T. E. Bishop, James H. Bishop, and Leslie W. Gale, Administratrix, and Galen H. Coon.
Defendants.

Complaint, filed Nov. 21, 1892, states that on or about May 14, 1890, G. H. Coon, D. B. Ward, H. S. Drew, James H. Bishop and John P. Gale subscribed to and acknowledged what purported to to be articles of incorporation of the aforesaid and last named parties, under the nameo of the Minneapolis Realty and Investment Company, providing for a capital stock of $300,000. divided into 3000 shares of par value of $100. each; that only 2400 shares of stock was subscribed for; that the other defendants named are successors in interest of the subscribers to said so-called stock; that said defendants are holding themselves out as a corporation existing and entitled to do business under the laws of the state of Washington and under the name of the Meanneapolis Realty and Investment Company; that before any business can be done in this state all thestock must be subscribed for; that said defendants are pretending to do business of buying and selling real estate under the name of the Minneapolis Realty and Investment Company and are pretending to be doing business under the corporate laws of the State of Washington under the name aforesaid contrary to the statutes made and provided in said cause. That said defendants own considerable real estate in Snohomish County, this state, and the paper title stands in the name of the so-called Minneapolis Realty & Investment Company, and thatsaid defendants have sold and conveyed and have given deeds in the name of said corporation well knowing that they had no right or authority in the premises; thatsaid pretended stockholders have done and omitted acts which amount to surrender and forfeiture of their rights as a corporation; that at a meeting of the so-called trustees, to wit; D. B. Ward, Galen H. Coon and John P. Gale held on Oct. 11, 1890, the motion was made thatsaid corporation is "possessed of assets largely in excess of the capital stock and all outstanding liabilities, and a certainproposition has been submitted for the donation of Lots in Edmonds for building purposes, and the reserve lots can with safty be withdrawn from the assets, and that it will be to the benefit of said Company to have the title to the said reserved lots vested in the individual stockholders of the Company, moved that said reserved lot be divided pro rata to each stockholders share in the capital stock and lots so divided sold to each shareholder for $1. and deeds executed to effect transfers".

Sheet No. 106

That about 140 lots were thus apportioned and deeded.

Prays that said so-called Minneapolis Realty & Investment Company may be dissolved, and a receiver appointed, and judgment against the aforesaid defendants D. B. Ward, Galen H. Coon and Leslie W. Gale, Administratrix of the estate of John P. Gale, now deceased, for the full sum of $10,000.

Answer of defendant F. P. Stoneman, filed Nov. 20, 1892.

Demurrer of defendant Pike, filed Dec. 6, 1892.

Affidavit as to ownership of stock, filed Dec. 6, 1892.

Affidavit as to subscription of stock, filed Dec. 6, 1892.

Affidavit as to value of property, filed Dec. 6, 1892.

Stipulations of continuance, filed Dec. 16, 1892.

Order appointing Receiver, filed Nov. 26, 1892, appointes Edward S. Wilcox.

Order vacating receivership, filed Dec. 1, 1892.

Order, filed April 17, 1893, that any property in the "hands of said defendants or their agents at the time of the appointment of the Receiver herein and which came into the hands of the Receiver under said appointment, to wit; the Edmonds wharf, be returned to said defendant J. F. Pike by the said Receiver or by the person into whose hands they have since come.

Dated April 17, 1893. (Signed) John C. Denney, Judge.

Order filed May 6, 1893, " This cause came on to be heard on the 22nd. day of April, 1893, upon the demurrer of the defendants herein to the complaint of the plaintiff: C H. Gest Esq. appearing for the plaintiff, and Frank A. Steele and Solon T. William appearing for the defendants and the Court having heard the evidence and the argument of the Counsel and being fully advised in the premises finds the grounds of said demurrer well taken:

It is therefore, ordered by the Court that said demurrer be and the same is hereby sustained. and the said cause is hereby dismissed. To the ruling of the Court plaintiff excepted and its exception was allowed.

Done in open Court this 22 day of April A. D. 1893.

(signed) John C. Denney, Judge.

Inst. No. 63 Office No. 19.

William D. Perkins & Company, Notice of Appropriation of Water.
by William D. Perkins, Manager. Dated Sept. 30, 1899.
to Filed Oct. 6, 1899, 8.44 a.m.
The Public. Vol. 14 Misc, page 38.

First party under an act of congress of the Washington Legislature relating to appropriation of water for manufacturing purposes, approved Mch. 9. 1891, claims and appropriates for the purpose of diversion the waters lying and being and flowing through Section 24, in Township 27 North of Range 3 East, Snohomish County, Washington, to the extent of 1000 cubic feet for the purpose of supplying Edmonds with water, and for manufacturing, electrical and domestic purposes.

The means to be used is a series of dams at points across the streams of water where this notice is posted, by the use of pipes, ditches and flumes.

Appended is an affidavit by William D. Perkins, over 21 years of age, to the effect that the foregoing notice was posted conspicuously and securely in said Section at a point 2500 feet from the Edmonds School House on the right bank of Shell Creek.

Subscribed and sworn to Oct. 5, 1899, before Ralph W. Emmons a Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. Dec. 18, 1899).

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64

Office No. 156.

The Edmonds Water Company, a corporation, by W. D. Perkins, President, C. E. Perkins, Treasurer.

To

Edmonds Spring Water Company, a corporation.

Deed.

Dated Jan. 21, 1903.
Filed Jan. 27, 1903, 8.40 a m.
Vol. 18, Misc. page 337.
Con. $8000.

First party releases, remises and quit-claims unto second party successors and assigns, all rights, easements, and privileges property and property rights described as; the exclusive right to lay water pipes and mains and construct and maintain water works through and under the streets and alleys in the plat of the town of Edmonds as of record, and also all rights and interest in the waters flowing over and across a tract beginning 330 feet North and 1160 feet West of the Northeast corner of of the SE¼ of NW¼ of Sec. 24, thence North 185 feet and 6 tenths feet, thence West 626 feet, thence South 73.6 feet, thence East 66 feet, thence South 112 feet, thence East to the place of beginning, all in Sec. 24 Twp. 27 N of R 3 E. all so all the right, title and interest in the waters of Shell Creek as it crosses lands described as beginning at a point 177 feet East and 606 feet North 26° East of the Qr. Sec. line between Sections 23 and 24 Twp. 27 N of R 3 E. W. M. running thence North 26° E 156 feet, thence East 811 feet, thence South 140 feet, thence West 879 feet, to the place of beginning, containing 2-½ acres, also all right title and interest in the waters flowing over beginning at ordinary high tide on the shore of Puget Sound at a point 330 feet North from the Southwest corner of Lot 1, thence East and parallel to the South line of said Lot 1, 80 rods, thence North 330 feet, thence West to the meander line, thence southerly along the meander line to the point of beginning, less 8-½ acres conveyed to D. Carney, and less right of way, all in Sec. 24 Twp. 27 N of R 3 E. containing 6.7 acres. Also all right title and interest in the waters of a certain stream known as Shell Creek described as beginning at a point 177 feet East and 762 feet North 26° East of the Qr. corner between Secs. 23 and 24 in Twp. 27 N of R 3 E. W. M. thence North 26° East 156 feet, thence East 743 feet, thence South 140 feet, thence West 811 feet to the point of beginning, containing 1-½ acres, more or less.

In testimony whereof the said party of the first part has caused these presents to be executed by its President, and attested by its Secretary with its corporate seal thereto affixed under and by virtue of a resolution of its Board of Trustees duly passed.

(Corporate Seal)

Ack. Jan. 22, 1903, before J. M. Potter, a Notary Public in and for Washington, residing at Seattle by said officers. (Seal, Com. Ex. Mch. 7, 1904.)

Sheet No. 109

Inst. No. 65 Office No. 157.

W. D. Perkins, and
C. E. Perkins, his wife.

To

Edmonds Spring Water Company, a corporation.

Land Contract.
Dated Jan. 21, 1903.
Filed Jan. 27, 1903, 8.41 a m.
Vol. 18, Misc. page 341.
Con. $1.

First party remises, releases and quit-claims unto second party, all easements, property, rights and privileges, Lots 27, 28 and 29 of Block 39; Lots 19, 20, 21, 22 and 23 in Block 67, Lots 32 and 33 in Block 76; Lots 30, 31 and 32 in Block 78 all in the City of Edmonds. Also a right to maintain a water pipe across the No theast corner of Block 39, Southwest corner of Block 40, Northeast corner of Block 67. Southwest corner of Block 66, South half of Block 80, and across Lot 21 Block 85, also Block 86 and W½ of S½ of Block 76 in the City of Edmonds, said pipe line to be moved if it interfers with the construction of houses, and the right to appropriate at any point upon the land of the second party or in any public street or streams of water flowing over lands of the first party which first party may claim or have a right to use, and first party waives all rights to appropriate and use such water as the same flows over the lands of the first party in Sections 24 of Twp. 27 N of R 3 E. W. M. excepting lots 17, 18, 19 and 20 in Block 39, Lots 21, 22, 23 and 24 in Block 40, lots 6 and 7 in Block 76, lots 38, 39 and 40 in Block 87, Lots 7 in Block 97, lots 29, 30, 31 and 32 in Block 98 of the City of Edmonds.

Ack. Jan. 2[illegible], 1903, before J. M. Potter, a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Mch. 7, 1904)

110

Inst. No. 66 Office No. 81.

James W. Currie, and Matilda, his wife.

To

C. W. J. Reckers.

Mortgage.

Dated Aug. 10, 1895.
Filed Aug. 27, 1895, 1.45 p m.
Vol. 27, Mtgs. page 84.

Mortgages lands in Snohomish County, Washington, described as;

Beginning at a point on the meander line of the Easterly shore of Puget Sound in Sec. 24 Twp. 27 N of R 3 E. W. M. where the North line of the tract of land heretofore conveyed by said first parties to W. R. Andrews on said North line produced Westerly intersects said meander line; thence East along said North line on said North line produced to the Easterly line of the right of way of the Seattle & Montana Railway, thence East along said North line 40 rods; thence North and at right angles 20 rods, thence West and at right angles and parallel with said North line to an intersection with said meander line, thence Southerly along said meander line to the place of beginning, excepting therefrom the right of way of the Seattle & Montana Railway where the same is now located. Also the following tract of land; Beginning at the Northeast corner of the SE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E W M. thence North 330 feet, thence West 909 feet, thence North 133 feet, thence East 254 feet, thence North 133 feet, thence West 521 feet, thence South 266 feet, thence West to the North line between Lot 1 in Sec. 24, Twp. 27 N of R 3 E., and the NE¼ of SW¼ of Sec. 24 Twp. 27 N of R 3 E., thence South 330 feet, thence East 1320 feet to the place of beginning.

To secure the payment of $665.

Properly executed.

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- - - - C e r t i f i c a t e - - - -

We hereby certify that the foregoing abstract of title, comprising instruments numbered one to 67 consecutively and consisting of 117 sheets, shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County affecting the title to the following described real property, to-wit:

Lots Twenty-seven (27) and Twenty-eight (28) in Block Eighty-seven (87); and Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Eighty-eight (88) of The City of Edmonds; being a part of the East half (E½) of the Southwest quarter (SW¼) of Section Twenty-four (24), Township Twenty-seven (27) North of Range Three (3) East of Willamette Meridian, situate in Snohomish County, Washington.

We further certify that there are no unsatisfied judgments against any grantee named in the within abstract affecting the title to said property, as shown by the Judgment Indices of the Superior Court of the State of Washington, in and for Snohomish County.

We further certify that there are no due and delinquent taxes on said premises, or unredeemed sales thereof for delinquent taxes shown by the tax rolls of the said Snohomish County in the office of the County Treasurer thereof.

(Except any personal taxes due or to become due for the year 1911).

We do not certify as to any taxes or assesments for local improvements on said property shown by the records of the city of Edmonds.

This certificate is up to this Twenty- third day of October, Nineteen Hundred and Eleven (1911) at Eight (8) o'clock A. M.

ANDERSON GUARANTEE ABSTRACT COMPANY.

By Theodore Anderson

7045

7045

ABSTRACT OF TITLE

TO

Lots 15 to 20 in
Block 88 of City
of Edmonds and
Lots 27-28 in Blk
87 of City of Edmonds

Snohomish County, Wash.

MADE FOR

F. W. Peabody

BY

ANDERSON GUARANTEE ABSTRACT CO.

STOKES BLOCK

Corner Hewitt and Wetmore Avenues

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